# TEHAMA COUNTY BOARD OF SUPERVISORS

William Moule, District 1 Candy Carlson, District 2 Pati Nolen, District 3 Matt Hansen, District 4, Vice Chair John Leach, District 5, Chairman



Gabriel Hydrick Chief Administrator

> Margaret Long County Counsel

Sean Houghtby Clerk of the Board (530) 527-3287

Board Chambers 727 Oak Street, Red Bluff, CA 96080 (530) 527-4655 http://www.tehama.gov

# AGENDA FOR TUESDAY, OCTOBER 8, 2024

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

- 1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment.
- 2) Members of the public who are unable to attend in person may watch and listen via the web at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

The Agenda is divided into two sections:

### CONSENT AGENDA:

These items include routine financial and administrative actions and are usually approved by a single majority vote. Any Board member, staff member or interested person may request that an item be removed from the Consent Agenda for discussion on the Regular Agenda.

### **REGULAR AGENDA:**

These items include significant financial and administrative actions of special interest that are usually approved individually by a majority vote. The Regular Agenda also includes noticed hearings and public hearings. The times on the agenda are approximate.

### 9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

### REMINDER - The October 15th meeting of the Board of Supervisors is cancelled pursuant to the Board's policy to cancel the meeting following a Monday holiday. (Columbus Day)

# PLEASE TURN OFF OR MUTE YOUR CELL PHONE

## **PUBLIC COMMENT**

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

# ANNOUNCEMENT OF AGENDA CORRECTIONS

## PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

24-1661

24-1674

### BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Receive reports from the following standing and ad hoc committees, and discussion and possible direction to the committees regarding future meetings and activities within each committee's assigned scope:

Fire Committee (Standing) (Leach, Hansen)

Public Works Committee (Standing) (Leach, Nolen)

Veterans Halls Advisory Committee (Standing) (Carlson, Leach)

Rescue Act Ad Hoc Committee (Carlson, Moule)

Public Safety Tax Initiative Working Group (Hansen, Moule)

Personnel Procedures & Guidelines Ad Hoc Committee (Hansen and Carlson)

### **REPORTS OF MEETINGS ATTENDED INCLUDING AB1234**

### ANNOUNCEMENTS BY COUNTY DEPARTMENTS

This is an opportunity for a County Department to provide information to the Board and the general public. These announcements are to be as brief and concise as possible and not used to seek direction from the Board.

## **CONSENT AGENDA**

1.	GENERAL WARRANT REGISTER - 9/15/24 - 9/21/24	<u>24-1650</u>
2.	AUDITOR'S CLAIM	<u>24-1671</u>

a) Court Operations, 2026-53230, Benjamin E. Magid, \$6,224

### 3. DEPARTMENT OF AGRICULTURE

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign the Cooperative Agreement No. 24-0236-025 SF with the California Department of Food & Agriculture (CDFA) for the provision of Asian Citrus Psyllid detection trapping in the amount not to exceed \$16,976, effective 10/1/24 and shall terminate 6/30/25

### 4. HEALTH SERVICES AGENCY / ADMINISTRATION

a) AGREEMENT - Request approval and authorization for the Chairperson to sign the Agreement to Sell Customer Vehicles with Enterprise Fleet Management for the sale of County owned vehicles, effective 8/22/24

b) AGREEMENT - Request approval and authorization for the Chairperson to sign the Consignment Auction Agreement with Enterprise Fleet Management for the sale of County owned vehicles, effective 8/22/24

### 5. LIBRARY

a) AGREEMENT - Request approval and authorization for the Chair to sign the Lease Agreement with the Nagos Family Revocable Trust of December, 1990, for lease of the Los Molinos Branch of the Tehama County Library in the amount of \$675 per month, with maximum compensation not to exceed \$8,100 per year, effective 10/1/24 and shall terminate 9/30/27

### 6. LIBRARY

a) AGREEMENT - Request approval and authorization for the County Librarian to sign Memorandum of Understanding (MOU) with Quality Counts North State (QCNS) for the purpose of supporting quality improvement efforts through mentor services, professional development and allocation funding; and accept funds in an amount to be determined based on criteria met but anticipated to be \$3,000, effective 7/1/24 through 6/30/25

### 7. SOCIAL SERVICES

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Peerless Building Maintenance Company for the purpose of janitorial services at the office located at 310 S. Main St, Red Bluff, for the amounts as set forth in Exhibit "D", with maximum compensation not to exceed \$111,581.50, effective 11/1/24 and shall terminate 10/31/25 (*subject to receipt of required insurance documentation*)

### 8. SOCIAL SERVICES / COUNTY COUNSEL

a) AGREEMENT - Request approval and authorization for the Social Services Director and County Counsel to sign the Interagency MOU for the purpose of providing legal services involving Welfare and Institutions Code 300 cases, in an amount not to exceed \$325,783, effective 7/1/24 and shall terminate 6/30/25

### 9. VETERAN SERVICES OFFICE / PERSONNEL

a) OTHER THAN STEP "A" - Request approval to appoint the applicant as Office Assistant II, Range 12, Step B, upon successful completion of all pre-employment requirements

### 10. APPROVAL OF MINUTES

- a) Waive the reading and approve the minutes of the following meetings:
  - 1) Regular meeting held 9/17/24
  - 2) Regular meeting held 9/24/24

### 11. COMMITTEES & COMMISSIONS

a) COMMUNITY ACTION AGENCY TRIPARTITE ADVISORY BAORD -One appointment to fill the unexpired term of Samantha Andrews as Private Representative with term expiring 12/31/25

(Interested person: Laura Sullivan)

24-1683

## <u>24-1602</u>

# 24-1721

24-1259

### <u>24-1513</u>

24-1729

# REGULAR AGENDA

# 12. AG EXTENSION - Director Josh Davy, 4-H Ambassadors and 4-H 24-1518 BLAST Team members 24-1518

a) PROCLAMATION - Request adoption of the 4-H Week Proclamation proclaiming the week of October 6-11, 2024, as National 4-H Week throughout Tehama County with the introduction of the 2024/2025 4-H Leadership teams; Ambassador members & BLAST Members (Becoming Leaders & All-Star Trainee)

### 13. EMPOWER TEHAMA - Outreach Manager Jennifer Moniz

a) PROCLAMATION - Request adoption of a proclamation proclaiming the month of October as "National Domestic Violence Awareness Month" in Tehama County

### 14. BOARD OF SUPERVISORS

a) Discussion and possible direction to staff regarding questions associated with the Corning Veterans Hall remodel project

# 15. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 24-1668 Thomas Moss and Agricultural Biologist/W&M Specialist Kim Smith 24-1668

a) INFORMATIONAL PRESENTATION - Regarding the 2023 Tehama County Agricultural Crop & Livestock Report

### 16. PERSONNEL / SHERIFF'S OFFICE - Sheriff Dave Kain

a) Request approval of the new classification specification of Major Crimes Analyst, within the Deputy Sheriff's Association bargaining unit, effective 10/8/24

b) RESOLUTION - Request adoption of a resolution amending Resolution 2024-080, the FY 2024/25 Position Allocation List (PAL), by deleting 1.00 FTE Administrative Secretary III (DSA) allocation and adding 1.00 FTE Major Crimes Analyst allocation, effective 10/8/24

### 17. PUBLIC WORKS - Director Jim Simon

a) INFORMATIONAL PRESENTATION - Update to Public Works access to StreetSaver webtool

b) AGREEMENT - Request approval and authorization for the Director to sign the annual Order Acknowledgement with StreetSaver (a division of Metropolitan Transportation Commission) for continued use and technical support services for the department's pavement management software, effective 10/8/24 and renews annually until cancelled

## FUTURE AGENDA ITEMS

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agendized matter. This is not a time for the Board to address the merits or express their opinions on the issue but solely to

### <u>24-1651</u>

24-1638

24-1681

# 24-1658

24-1657

# 24-1727

Title: Part One of the Tehama County Public Guardian/Public Administrator Annual Performance Evaluation Process

# 1:30 P.M.

# REPORTABLE ACTIONS FROM CLOSED SESSION

## **RECESS** to convene as the Tehama County Board of Equalization

### 23. **TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor** 24-1677 **Burley Phillips**

a) Waive the reading and approve the minutes from the meeting of 9/10/24

**Tehama County Board of Supervisors** 

decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

# CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

### 18. **CLOSED SESSION**

 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government) Code Section 54957)

Title: Part One of the Tehama County Public Works Director Annual Performance **Evaluation Process** 

### 19. **CLOSED SESSION**

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Director of Planning

### 20. CLOSED SESSION

a) ANTICIPATED LITIGATION - Conference with Legal Counsel (Government Code Section 54959.9, subdivision (d) (2)) Sheriff Complaint

### 21. **CLOSED SESSION**

a) ANTICIPATED LITIGATION - Conference with Legal Counsel (Government Code Section 54959.9, subdivision (d) (2)) One Case

### 22. **CLOSED SESSION**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

# 24-1425

24-1549

b) Request approval of the following stipulations as recommended by the County Assessor:

1) Assessment Appeal No.06-2023, Ron Rath

### ADJOURN to reconvene as the Tehama County Board of Supervisors

## ADJOURN

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board's agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

# WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment.
- 3) Watch live video and listen at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an

upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment at the time the item is called.

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## PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.

2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

## **PROVIDE PUBLIC COMMENT DURING THE MEETING BY:**

1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.

2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5\* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board.

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at https://tehamacounty.legistar.com/Calendar.aspx



Tehama County

Agenda Request Form

727 Oak Street, Red Bluff, CA 96080 (530) 527-4655 http://www.tehama.gov

File #: 24-1650

Agenda Date: 10/8/2024

Agenda #: 1.

### GENERAL WARRANT REGISTER - 9/15/24 - 9/21/24

**Requested Action(s)** 

**Financial Impact:** As listed.

**Background Information:** 

9

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 v7119	09/16/2024 100185	BEN'S TRUCK REPAIR	2061	53170	213048 PO 56188	0.00	157.50
10100 V7121 10100 V7121 10100 V7121 10100 V7121 TOTAL CHECK	09/18/2024 102493 09/18/2024 102493 09/18/2024 102493 09/18/2024 102493 09/18/2024 102493	HUE & CRY SECURITY HUE & CRY SECURITY HUE & CRY SECURITY HUE & CRY SECURITY	6021 6021 6021 2073	53170 53170 53170 53180	861811 863970 866104 867989	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	70.00 70.00 70.00 33.00 243.00
10100 v7125	09/19/2024 102493	HUE & CRY SECURITY	1074	53230	867849 PO428676	0.00	476.25
10100 70862882	09/16/2024 112295	APEX TECHNOLOGY MAN	1073	53170	APXQ31777	0.00	10,422.21
10100 70862884	09/16/2024 103939	AT&T	7033	53120	9391032913	0.00	79.82
10100 70862885	09/16/2024 111127	CHARTER COMMUNICATI	1074	53120	176976701090124	0.00	99.98
10100 70862886	09/16/2024 111127	CHARTER COMMUNICATI	2073	53120	176982001090124	0.00	159.98
10100 70862890	09/16/2024 110739	KNVN-TV	5031	53260	EMS RADIO TOWER REN	0.00	6,228.54
10100 70862891	09/16/2024 123790	LAUNDRY WORLD UNIFO	7033	53140	INV 305110	0.00	53.10
10100 70862893	09/16/2024 101170	NORTH MAIN EQUIPMEN	1074	53170	INV 50543	0.00	91.38
10100 70862894	09/16/2024 101187	NORTH VALLEY SERVIC	7033	53140	INV 497109	0.00	432.00
10100 70862897	09/16/2024 101231	PACIFIC GAS & ELECT	1076	53300	3517799713-3	0.00	1,588.38
10100 70862899	09/16/2024 112147	PANORAMIC SOFTWARE	2073	53170	INV 14495	0.00	1,750.00
10100 70862905	09/16/2024 135918	THOMAS E SECREST	2078	53170	1004538 PO 57163	0.00	1,491.52
10100 70862907 10100 70862907 10100 70862907 10100 70862907 10100 70862907 TOTAL CHECK	09/16/2024 101798 09/16/2024 101798 09/16/2024 101798 09/16/2024 101798	VALLEY VETERINARY C VALLEY VETERINARY C VALLEY VETERINARY C VALLEY VETERINARY C	2078 2078	53230 53230 53230 53230 53230	783253 783254 782464 782463	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	562.50 625.00 656.25 687.50 2,531.25
10100 70862908	09/16/2024 113681	WORLD TELECOM INC	1021	53170	INV 26908	0.00	32.25
10100 70862909	09/16/2024 119988	CHRISTINE WRIGHT	2078	53290	AUG/SEPT 2024 MILEA	0.00	310.88
10100 70862910	09/17/2024 112295	APEX TECHNOLOGY MAN	1073	53230	1361579	0.00	1,795.00
10100 70862912	09/17/2024 103939	AT&T	2072	53120	9391032859	0.00	22.02
10100 70862919 10100 70862919 10100 70862919 10100 70862919 10100 70862919 TOTAL CHECK	09/17/2024 115297 09/17/2024 115297 09/17/2024 115297 09/17/2024 115297	CENTRAL VALLEY TOXI CENTRAL VALLEY TOXI CENTRAL VALLEY TOXI CENTRAL VALLEY TOXI	2072 2072	53230 53230 53230 53230 53230	336383 336596 336382 336384	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	235.00 235.00 318.00 360.00 1,148.00

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK	NO ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 7086295 10100 7086295 10100 7086295 TOTAL CHECK	3 09/17/2024 101231	PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT	1076	53300 53300 5330014	1141711599-2 2319970735-9 9679240410-3	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	34.64 186.76 488.07 709.47
10100 70862955 10100 70862955 TOTAL CHECK		JULIA PARRA JULIA PARRA	2073 2073	53291 53291	MEALS 9/18-19/2024 INCIDENTALS 9/18/24	$0.00 \\ 0.00 \\ 0.00$	67.00 5.00 72.00
10100 7086297	5 09/17/2024 123088	TRITES BACKFLOW SER	1076	53180	INV 16634 PO 428669	0.00	100.00
10100 7086298	09/17/2024 125393	EDWARD EUGENE WALTE	1052	53280	POOL WORKER	0.00	71.27
10100 7086298 10100 7086298 10100 7086298 10100 7086298 10100 7086298 TOTAL CHECK	7 09/18/2024 103939 7 09/18/2024 103939	АТ&Т АТ&Т АТ&Т АТ&Т АТ&Т	1021 1023 6021 2073	53120 53120 53120 53120 53120	9391032919 9391032897 9391032845 9391032888	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	28.96 30.42 60.21 307.83 427.42
10100 7086299	6 09/18/2024 133321	CACVSO	5060	53290	FALL PROFESSIONAL T	0.00	480.00
10100 7086299	09/18/2024 142466	CARREL'S OFFICE MAC	1023	53220	AR67679	0.00	26.08
10100 7086299	8 09/18/2024 121560	CCAPA CONFERENCE	5062	53290	REG CA ROMA REP PRO	0.00	195.00
10100 7086299	09/18/2024 111127	CHARTER COMMUNICATI	6021	53120	176976901050124	0.00	123.90
10100 7086300	0 09/18/2024 126777	CLIFTONLARSONALLEN,	1105	53231	A297059/L241605741	0.00	3,190.00
10100 70863004	4 09/18/2024 112120	DAVIS COURIER SERVI	1023	53220	22629	0.00	71.24
10100 7086300	5 09/18/2024 135244	STEVE M SHUDOMA	2073	53260	INV13030 117,210,21	0.00	510.00
10100 7086300	6 09/18/2024 100525	DEMCO SUPPLY INC	6021	53220	7529223	0.00	169.97
10100 7086301	4 09/18/2024 134656	HUMBOLDT MOVING & S	2073	53280	20146	0.00	57.75
10100 7086301 10100 7086301 TOTAL CHECK		HUNT & SONS LLC HUNT & SONS LLC	1023 6021	53291 53291	231075/6097 231043/6022	$0.00 \\ 0.00 \\ 0.00$	273.78 54.21 327.99
10100 7086302	L 09/18/2024 103809	LOS MOLINOS COMMUNI	6021	53300	0315в	0.00	19.00
10100 7086302 10100 7086302 TOTAL CHECK		NORCAL PRESORT NORCAL PRESORT	1023 1023	53220 53220	154616 154475	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	92.31 74.56 166.87
10100 7086302	8 09/18/2024 101231	PACIFIC GAS & ELECT	2073	53300	2049445779-7	0.00	851.58
10100 7086303	09/18/2024 122965	THE PLUMBING SHOP	2073	53180	129	0.00	44.82
10100 7086303	L 09/18/2024 132831	PRENTICE LONG PC	1031	53230	6915	0.00	36,477.45

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863036	09/18/2024 108732	TONY'S REFRIGERATIO	2072	53170	70024	0.00	415.00
10100 70863046	09/19/2024 135983	PATRICIA BANKS	2016	53160	GJ FEES/MILEAGE 7/2	0.00	32.68
10100 70863047	09/19/2024 135983	PATRICIA BANKS	2016	53160	GJ FEES/MILEAGE 8/2	0.00	49.02
10100 70863050	09/19/2024 107169	BAY ALARM	1074	53230	809066/216498532	0.00	185.85
10100 70863054 10100 70863054 TOTAL CHECK	09/19/2024 135984 09/19/2024 135984	ANDREW BRAY ANDREW BRAY	2016 2016	53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	0.00 0.00 0.00	43.13 43.13 86.26
10100 70863055 10100 70863055 TOTAL CHECK	09/19/2024 136353 09/19/2024 136353	AUDREY BROWN AUDREY BROWN	2016 2016	53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	0.00 0.00 0.00	18.08 18.08 36.16
10100 70863061 10100 70863061 TOTAL CHECK	09/19/2024 135985 09/19/2024 135985	DEBBIE CHAKARUN DEBBIE CHAKARUN	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	0.00 0.00 0.00	35.90 17.28 53.18
10100 70863070 10100 70863070 TOTAL CHECK	09/19/2024 135986 09/19/2024 135986	JAMES COSTELLO JAMES COSTELLO	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	0.00 0.00 0.00	144.70 47.83 192.53
10100 70863072 10100 70863072 TOTAL CHECK	09/19/2024 135987 09/19/2024 135987	MELISSA CRAIG MELISSA CRAIG	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	0.00 0.00 0.00	38.31 19.15 57.46
10100 70863083 10100 70863083 TOTAL CHECK	09/19/2024 135988 09/19/2024 135988	BONNIE GLACKLER BONNIE GLACKLER	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	0.00 0.00 0.00	39.65 39.65 79.30
10100 70863086	09/19/2024 106769	ROBERT HALPIN	2077	53290	MILEAGE 9/5/24	0.00	4.42
10100 70863090	09/19/2024 100748	HAWES RANCH & FARM	2061	53100	57211-1	0.00	46.12
10100 70863092	09/19/2024 115028	HILL'S PET NUTRITIO	2078	53280	250668313	0.00	435.10
10100 70863093	09/19/2024 135989	CYNTHIA HOUSER	2016	53160	GJ FEES/MILEAGE 7/2	0.00	37.91
10100 70863095 10100 70863095 10100 70863095 TOTAL CHECK	09/19/2024 136121 09/19/2024 136121 09/19/2024 136121	HUNT & SONS LLC HUNT & SONS LLC HUNT & SONS LLC	1074 5062 1074	53170 53291 53291	6013/224134 CAA 6238/231130 6013/224134	0.00 0.00 0.00 0.00	128.10 134.38 867.23 1,129.71
10100 70863097	09/19/2024 134686	KAREN JONES	2077	53290	MILEAGE 9/5/24	0.00	25.86
10100 70863100	09/19/2024 133726	DANIEL KING	2077	53290	MILEAGE 9/5/24	0.00	4.82
10100 70863102 10100 70863102	09/19/2024 135990 09/19/2024 135990	RICHARD KUSS RICHARD KUSS	2016 2016	53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	0.00 0.00	24.51 24.51

TEHAMA COUNTY CHECK REGISTER - BY FUND PAGE NUMBER: 4

ACCTPA21

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK							0.00	49.02
10100 70863107	09/19/2024	107150	ERIKA MARTINEZ	2073	53291	MEAL REIMB CL TRANS	0.00	87.00
10100 70863108 10100 70863108 TOTAL CHECK	09/19/2024 09/19/2024		DAN MATHEWS DAN MATHEWS	2016 2016	53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	$0.00 \\ 0.00 \\ 0.00$	18.35 36.70 55.05
10100 70863110	09/19/2024	136619	HENRY MCHALE	2078	461060	847454 REFUND	0.00	130.00
10100 70863112 10100 70863112 10100 70863112 TOTAL CHECK	09/19/2024 09/19/2024 09/19/2024	102531	MWI VETERINARY SUPP MWI VETERINARY SUPP MWI VETERINARY SUPP	2078	53190 53190 532807	56620454 56555855 56555854	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	26.25 73.18 12.53 111.96
10100 70863116	09/19/2024	116981	NORCAL PRESORT	1026	53220	154753	0.00	130.49
10100 70863117 10100 70863117 10100 70863117 TOTAL CHECK	09/19/2024 09/19/2024 09/19/2024	101187	NORTH VALLEY SERVIC NORTH VALLEY SERVIC NORTH VALLEY SERVIC	7021	53603 53605 53606	497108 497108 497108	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	360.00 225.00 90.00 675.00
10100 70863119 10100 70863119 TOTAL CHECK	09/19/2024 09/19/2024		LEEANN OELRICHS LEEANN OELRICHS	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	$0.00 \\ 0.00 \\ 0.00$	35.36 53.04 88.40
10100 70863124	09/19/2024	129918	JULIA PARRA	2073	53291	MEAL REIMB CL TRANS	0.00	87.00
10100 70863128 10100 70863128 10100 70863128 TOTAL CHECK	09/19/2024 09/19/2024 09/19/2024	134948	UBEO MIDCO LLC UBEO MIDCO LLC UBEO MIDCO LLC	1014 1025 1041	53170 53170 53170	4635071 4635071 4635071	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	77.10 21.03 8.41 106.54
10100 70863131 10100 70863131 TOTAL CHECK	09/19/2024 09/19/2024		ELIZABETH ROSS ELIZABETH ROSS	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	$0.00 \\ 0.00 \\ 0.00$	46.89 46.89 93.78
10100 70863133 10100 70863133 TOTAL CHECK	09/19/2024 09/19/2024		MIKE SHAFFER MIKE SHAFFER	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	$0.00 \\ 0.00 \\ 0.00$	39.65 59.47 99.12
10100 70863135 10100 70863135 TOTAL CHECK	09/19/2024 09/19/2024		TAMMY SIMMONS TAMMY SIMMONS	2016 2016	53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	$0.00 \\ 0.00 \\ 0.00$	29.20 58.41 87.61
10100 70863137 10100 70863137 TOTAL CHECK	09/19/2024 09/19/2024		LINDA SMITH LINDA SMITH	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	$0.00 \\ 0.00 \\ 0.00$	39.65 59.47 99.12
10100 70863139	09/19/2024	135999	MICHAEL STROING	2016	53160	GJ FEES/MILEAGE 7/2	0.00	78.50
10100 70863140	09/19/2024	136593	CHARLES SULLIVAN	2016	53160	GJ FEES/MILEAGE 8/2	0.00	72.62

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863144 10100 70863144 10100 70863144 10100 70863144 10100 70863144 TOTAL CHECK	09/19/2024 09/19/2024 09/19/2024 09/19/2024	123088 123088	TRITES BACKFLOW SER TRITES BACKFLOW SER TRITES BACKFLOW SER TRITES BACKFLOW SER	7021 7021	53170 53230 53230 53230 53230	16630 P04398 16638 P0428671 16639 16640	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	$200.00 \\ 50.00 \\ 50.00 \\ 50.00 \\ 350.00 \\ 350.00$
10100 70863145	09/19/2024	103291	IAN TURNBULL	2077	53290	MILEAGE 9/5/24	0.00	41.27
10100 70863147	09/19/2024	101798	VALLEY VETERINARY C	2078	53230	783805	0.00	609.38
10100 70863149 10100 70863149 TOTAL CHECK	09/19/2024 09/19/2024		CLARENCE L WHITLOCK CLARENCE L WHITLOCK		53160 53160	GJ FEES/MILEAGE 8/2 GJ FEES/MILEAGE 7/2	$0.00 \\ 0.00 \\ 0.00$	61.90 61.90 123.80
10100 70863150 10100 70863150 TOTAL CHECK	09/19/2024 09/19/2024		PHILLIP WILLS PHILLIP WILLS	2016 2016	53160 53160	GJ FEES/MILEAGE 7/2 GJ FEES/MILEAGE 8/2	$0.00 \\ 0.00 \\ 0.00$	58.00 19.96 77.96
10100 70863156	09/20/2024	103939	АТ&Т	2011	53120	9391032878	0.00	0.14
10100 70863160	09/20/2024	142466	CARREL'S OFFICE MAC	2011	53170	AR67802	0.00	13.62
10100 70863178	09/20/2024	104757	OFFICE DEPOT (BUSIN	1026	53220	383609163001	0.00	291.42
10100 70863186 10100 70863186 10100 70863186 10100 70863186 10100 70863186 TOTAL CHECK	09/20/2024 09/20/2024 09/20/2024 09/20/2024	123088 123088	TRITES BACKFLOW SER TRITES BACKFLOW SER TRITES BACKFLOW SER TRITES BACKFLOW SER	1041 1014	53180 53180 53180 53180 53180	16632 PO428668 16632 PO428668 16632 PO428668 16632 PO428668	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	22.00 40.00 64.00 56.00 182.00
TOTAL CASH ACCOUNT							0.00	79,817.05
TOTAL FUND							0.00	79,817.05

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 102 - ROAD FUND

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862900	09/16/2024	115214	PAPE' TRUCKS INC	3011	53170	14868083	0.00	170.39
10100	70862913	09/17/2024	103939	АТ&Т	3011	53120	9391065811	0.00	512.11
10100	70862915	09/17/2024	107169	BAY ALARM	3011	53250	21643322	0.00	195.30
10100	70862918	09/17/2024	134009	CALIFORNIA SURVEYIN	3011	53170	91479879 PO41458	0.00	892.77
10100	70862925	09/17/2024	126292	DOCS MEDICAL GROUP	3011	53230	65028	0.00	1,420.00
10100 10100 10100 TOTAL C	70862935 70862935 70862935 HECK	09/17/2024 09/17/2024 09/17/2024	142511	GRAINGER INC GRAINGER INC GRAINGER INC	3011 3011 3011	53270 53270 53170	9232774696 9232182239 9228147089	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	290.44 381.64 803.45 1,475.53
10100	70862944	09/17/2024	106774	KIMBALL-MIDWEST	3011	53170	102578056	0.00	403.32
10100 10100 10100 10100 TOTAL C	70862947 70862947 70862947 70862947 70862947 HECK	09/17/2024 09/17/2024 09/17/2024 09/17/2024	103809 103809	LOS MOLINOS COMMUNI LOS MOLINOS COMMUNI LOS MOLINOS COMMUNI LOS MOLINOS COMMUNI	3011 3011	53300 53300 53300 53300 53300	ТЕН420-0360 ТЕН420-0363 ТЕН420-0361 ТЕН420-0362	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	$14.00 \\ 14.00 \\ 16.48 \\ 40.73 \\ 85.21$
10100 10100 10100 10100 10100 TOTAL C	70862948 70862948 70862948 70862948 70862948 70862948 HECK	09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024	100957 100957 100957	LOS MOLINOS HARDWAR LOS MOLINOS HARDWAR LOS MOLINOS HARDWAR LOS MOLINOS HARDWAR LOS MOLINOS HARDWAR	3011 3011 3011	53280 53270 53280 53270 53270 53280	C490941 C491861 C491338 C491869 C491450	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	20.46 24.65 27.88 32.17 8.34 113.50
10100 10100 TOTAL C	70862950 70862950 HECK	09/17/2024 09/17/2024	136379 136379	MARK THOMAS & COMPA MARK THOMAS & COMPA	3015 3015	53230 53230	52498 52191	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	47,874.72 147,348.99 195,223.71
10100 10100 10100 10100 10100 10100 10100 10100 TOTAL C	70862951 70862951 70862951 70862951 70862951 70862951 70862951 70862951 70862951 70862951 70862951	09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024 09/17/2024	134086 134086 134086 134086 134086 134086 134086 134086	MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING MCC ENGINEERING	3015 3015 3015 3015 3015 3015 3015 3015	53230 53230 53230 53230 53230 53230 53230 53230 53230 53230	30226 30523 30424 37710 30617 31201 31009 30325 30714	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 2,552.45\\ 1,011.05\\ 1,084.44\\ 1,089.17\\ 568.26\\ 568.26\\ 3,679.70\\ 6,464.01\\ 7,380.35\\ 24,397.69 \end{array}$
10100	70862952	09/17/2024	123562	OBSIDIAN	3011	53170	23899	0.00	147.20
10100 10100 10100 10100 TOTAL C	70862955 70862955 70862955 70862955 70862955 HECK	09/17/2024 09/17/2024 09/17/2024 09/17/2024	101232 101232	PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT	3011 3011	53300 53300 53300 53300 53300	5408033337-7 1894334487-1 6274872276-6 4264120917-8	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	5,919.37 13.32 55.12 184.99 6,172.80

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 102 - ROAD FUND

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862956	09/17/2024	101241	PAINT MARTS	3011	53280	40218328	0.00	106.62
10100	70862957	09/17/2024	115214	PAPE' TRUCKS INC	3011	53170	14887701	0.00	68.55
10100 10100 10100 TOTAL C	70862960 70862960 70862960 HECK	09/17/2024 09/17/2024 09/17/2024	101276	PETERSON TRACTOR PETERSON TRACTOR PETERSON TRACTOR	3011 3011 3011	53170 53170 53170	PC001871013 PC00187117 P041456 PC001871012 P0 4145	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	121.12 9,299.13 3,220.62 12,640.87
10100	70862964	09/17/2024	102715	JOEL SNOW DBA	3011	53170	45817479	0.00	50.00
10100	70862965	09/17/2024	126499	SNOW MOUNTAIN NATUR	3011	53220	994560	0.00	1,243.52
10100	70862974	09/17/2024	123264	TRACTOR SUPPLY CRED	3011	53180	300139728	0.00	484.76
10100	70862979	09/17/2024	109450	VSS EMULTECH	3011	53280	202033842 PO 41407	0.00	803.52
10100	70862982	09/17/2024	101904	Z A P MANUFACTURING	3011	53280	9030	0.00	365.89
10100	70863053	09/19/2024	105344	JOHN D BRANSCOMBE	3011	53230	DOT PHYSICAL	0.00	80.00
10100	70863056	09/19/2024	124324	ROBERT BROWNFIELD	3011	53280	MATERIAL	0.00	24.17
10100	70863168	09/20/2024	102308	JACOB FLOURNOY	3011	53110	SAFETY BOOTS	0.00	31.24
10100	70863172	09/20/2024	125013	JF SHEA CONSTRUCTIO	3015	53230	PROGPYMT#19	0.00	976,243.80
TOTAL C	ASH ACCOUNT							0.00	1,223,352.47
TOTAL F	UND							0.00	1,223,352.47

### TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 105 - FIRE FUND

CASH ACCT CHECK NO	ISSUE DT VE	ENDOR N	AME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 v7122	09/18/2024 10	01705 т	TEHAMA TIRE SERVICE	2042	53170	10063455	0.00	2,348.69
10100 70862985	09/18/2024 10	00102 A	ANTELOPE VOLUNTEER	2042	53210	AUGUST STIPEND	0.00	873.00
10100 70862987	09/18/2024 10	03939 A	АТ&Т	2042	53120	9391069556	0.00	110.22
10100 70862991	09/18/2024 10	00216 в	BOWMAN VOL FIRE DEP	2042	53210	AUGUST STIPEND	0.00	32.00
10100 70862995	09/18/2024 10	00249 в	BURTON'S FIRE INC	2042	53170	65498	0.00	282.02
10100 70863001	09/18/2024 10	00447 C	CORNING RURAL VOLUN	2042	53210	AUGUST STIPEND	0.00	594.00
10100 70863007	09/18/2024 10	00543 D	DIBBLE CREEK VOLUNT	2042	53210	AUGUST STIPEND	0.00	639.00
10100 70863008	09/18/2024 12	26292 D	OCS MEDICAL GROUP	2042	53230	65091	0.00	175.00
10100 70863009	09/18/2024 10	00594 E	EL CAMINO VOL FIRE	2042	53210	AUGUST STIPEND	0.00	240.00
10100 70863016	09/18/2024 10	06774 к	IMBALL-MIDWEST	2042	53170	102600024	0.00	435.32
10100 70863017	09/18/2024 10	00893 L	AKE CALIFORNIA VOL	2042	53210	AUGUST STIPEND	0.00	497.00
10100 70863019	09/18/2024 10	00931 L	IFE ASSIST INC	2042	53280	1509330	0.00	993.37
10100 70863023	09/18/2024 10	00961 L	OS MOLINOS VOL FIR	2042	53210	AUGUST STIPEND	0.00	1,800.00
10100 70863024	09/18/2024 10	02134 м	INERAL HOSE DEPT #	2042	53210	AUGUST STIPEND	0.00	268.00
10100 70863026	09/18/2024 10	04757 0	OFFICE DEPOT (BUSIN	2042	53220	372592420001	0.00	471.12
10100 70863028 10100 70863028 TOTAL CHECK	09/18/2024 10 09/18/2024 10		PACIFIC GAS & ELECT PACIFIC GAS & ELECT		53300 53300	0558379346-7 2130469578-2	$0.00 \\ 0.00 \\ 0.00$	34.16 1,354.82 1,388.98
10100 70863032	09/18/2024 10	01349 R	RANCHO TEHAMA VOLUN	2042	53210	AUGUST STIPEND	0.00	86.00
10100 70863034	09/18/2024 13	35605 s	SPECTRUM	2042	53120	8413120110150323	0.00	106.24
TOTAL CASH ACCOUNT							0.00	11,339.96
TOTAL FUND							0.00	11,339.96

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 v7123	09/19/2024 132340	ANTELOPE AUTO REPAI	2037	53170	54204	0.00	34.00
10100 V7124 10100 V7124 TOTAL CHECK	09/19/2024 123272 09/19/2024 123272	DOWN RANGE INDOOR T DOWN RANGE INDOOR T		53800 53800	717517 747513 PO428586	$ \begin{array}{c} 0.00\\ 0.00\\ 0.00 \end{array} $	939.88 12,218.38 13,158.26
10100 v7127	09/19/2024 108325	STAPLES ADVANTAGE	2027	53200	6011288067	0.00	32.78
10100         70862912           10100         70862912	09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939 09/17/2024 103939	AT&T AT&T AT&T AT&T AT&T AT&T AT&T AT&T	2027 2027 2027 2027 2027 2027 2023 2027 2027	53120 53120 53120 53120 53120 53120 53120 53120 53120 53120 53120	9391032855 9391032954 9391032931 9391032898 9391032899 9391032951 9391032951 9391032928 9391032892 9391032895	$\begin{array}{c} 0.00\\$	$\begin{array}{r} 30.94\\ 34.46\\ 19.83\\ 21.39\\ 59.29\\ 59.29\\ 166.90\\ 545.00\\ 240.48\\ 268.85\\ 1,446.43 \end{array}$
10100 70862914 10100 70862914 10100 70862914 TOTAL CHECK	09/17/2024 107169 09/17/2024 107169 09/17/2024 107169	BAY ALARM BAY ALARM BAY ALARM	2027 2032 2027	53250 53250 53250	21661786 21640938 21637092	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	186.00 311.00 429.00 926.00
10100 70862916	09/17/2024 122025	BIMBO BAKERIES USA	2032	53130	64121690004244	0.00	162.00
10100 70862920	09/17/2024 100382	RONALD L CLARK DDS	20321	532396	A125-AT0140	0.00	2,306.00
10100 70862925 10100 70862925 TOTAL CHECK	09/17/2024 126292 09/17/2024 126292	DOCS MEDICAL GROUP DOCS MEDICAL GROUP	2032 2027	53230 53230	65031 65031	$0.00 \\ 0.00 \\ 0.00$	360.00 590.00 950.00
10100 70862928 10100 70862928 10100 70862928 TOTAL CHECK	09/17/2024 131442 09/17/2024 131442 09/17/2024 131442	EUGENE RICHARD LEFD EUGENE RICHARD LEFD EUGENE RICHARD LEFD	2027	53230 53230 53230	5050941 5050910 5050924	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	938.89 873.26 2,118.33 3,930.48
10100 70862929	09/17/2024 134605	FASTENERS INC	2032	53170	3046333	0.00	57.95
10100 70862934	09/17/2024 100668	GAGER DISTRIBUTING	2032	53140	140927	0.00	2,803.69
10100 70862936	09/17/2024 127054	JOHN M HAMEL	2026	53221	21CR003112	0.00	2,362.50
10100 70862937	09/17/2024 134656	HUMBOLDT MOVING & S	2027	53230	20148	0.00	56.65
10100 70862940	09/17/2024 115303	INTERSTATE OIL COMP	2028	53170	0856129-IN	0.00	1,203.98
10100 70862941	09/17/2024 100822	JMJ SUPPLY	2028	53170	69931	0.00	371.15
10100 70862943	09/17/2024 102091	KELLER SUPPLY COMPA	2027	53170	s023358485.001	0.00	154.49

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862946 10100 70862946 TOTAL CHECK	09/17/2024 136519 09/17/2024 136519	LAW OFFICE OF BRUCE LAW OFFICE OF BRUCE		53221 53221	23CR0358 23CR000609	0.00 0.00 0.00	1,125.00 700.00 1,825.00
10100 70862949 10100 70862949 TOTAL CHECK	09/17/2024 132443 09/17/2024 132443	BENJAMIN E MAGID BENJAMIN E MAGID	2026 2026	53221 53221	CASE 21CR003112 CASE 21CR003112	0.00 0.00 0.00	10,144.00 12,016.00 22,160.00
10100 70862953	09/17/2024 101231	PACIFIC GAS & ELECT	2027	53300	6048210701-2	0.00	312.32
10100 70862961	09/17/2024 117529	PRO PACIFIC	2032	53130	7107279	0.00	1,007.85
10100 70862962	09/17/2024 108185	PRODUCERS DAIRY FOO	2032	53130	58875691	0.00	348.29
10100 70862976	09/17/2024 101306	U S POSTAL SERVICE	2037	53220	FOREVER STAMPS	0.00	438.00
10100 70862988	09/18/2024 107169	BAY ALARM	2028	53250	21675610	0.00	132.00
10100 70863011 10100 70863011 TOTAL CHECK	09/18/2024 142511 09/18/2024 142511	GRAINGER INC GRAINGER INC	2032 2032	53170 53170	9246940374 9250763720	0.00 0.00 0.00	830.12 296.84 1,126.96
10100 70863033 10100 70863033 TOTAL CHECK	09/18/2024 134948 09/18/2024 134948	UBEO MIDCO LLC UBEO MIDCO LLC	2027 2027	53220 53250	4624388 4624388	0.00 0.00 0.00	12.22 12.35 24.57
10100 70863037	09/18/2024 109466	TREASURY MANAGEMENT	2027	53230	AUG2024	0.00	89.41
10100 70863043	09/19/2024 133275	ALSCO-GEYER IRRIGAT	2035	53140	7346/304052	0.00	46.19
10100 70863044 10100 70863044 10100 70863044 TOTAL CHECK	09/19/2024 136600 09/19/2024 136600 09/19/2024 136600	AMERICAN PSYCHOLOGI AMERICAN PSYCHOLOGI AMERICAN PSYCHOLOGI	106	53230 105580 105580	ODARA PO 356305 ODARA PO 356305 ODARA PO 356325	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	375.00 375.00 375.00 1,125.00
10100 70863049 10100 70863049 TOTAL CHECK	09/19/2024 124886 09/19/2024 124886	BATTLE CREEK PEST C BATTLE CREEK PEST C		53170 53170	74987 PROB 74987 JDF	0.00 0.00 0.00	100.00 100.00 200.00
10100 70863051 10100 70863051 10100 70863051 TOTAL CHECK	09/19/2024 122025 09/19/2024 122025 09/19/2024 122025	BIMBO BAKERIES USA BIMBO BAKERIES USA BIMBO BAKERIES USA	2035	53130 53130 53130	64121690004272 64121690004204 64121690004223	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	162.00 50.60 50.60 263.20
10100 70863052 10100 70863052 TOTAL CHECK	09/19/2024 100155 09/19/2024 100155	BOB BARKER COMPANY BOB BARKER COMPANY	2036 2036	53140 53140	2061920 2062366	0.00 0.00 0.00	284.64 569.27 853.91
1010070863058101007086305810100708630581010070863058	09/19/2024 142466 09/19/2024 142466 09/19/2024 142466 09/19/2024 142466 09/19/2024 142466	CARREL'S OFFICE MAC CARREL'S OFFICE MAC CARREL'S OFFICE MAC CARREL'S OFFICE MAC	2036 2036	53230 53230 53230 53230 53230	AR67698 AR67699 AR67694 AR67700	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	196.39 88.81 42.10 68.10

TEHAMA COUNTY CHECK REGISTER - BY FUND

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CASH ACCT CHECK NO	ISSUE DT V	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK							0.00	395.40
10100 70863059	09/19/2024 1	101629	CDE CASHIER'S OFFIC	2036	53130	24 SF-47937	0.00	79.95
10100 70863060	09/19/2024 1	124489	CEP AMERICA CALIFOR	20321	532392	E6000056185001	0.00	483.80
10100 70863074 10100 70863074 TOTAL CHECK	09/19/2024 1 09/19/2024 1		THE DANIELSEN CO THE DANIELSEN CO	2032 2032	53130 53140	336991 336991	$0.00 \\ 0.00 \\ 0.00$	1,157.94 71.08 1,229.02
10100 70863075 10100 70863075 10100 70863075 TOTAL CHECK	09/19/2024 1 09/19/2024 1 09/19/2024 1	118866	EARTHGRAINS BAKING EARTHGRAINS BAKING EARTHGRAINS BAKING	2036 2036 2036	53130 53130 53130	64121690004206 64121690004224 64121690004205	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	56.75 92.32 49.56 198.63
10100 70863076	09/19/2024 1	106105	ECOLAB	2036	53140	6347859682	0.00	353.00
10100 70863079	09/19/2024 1	108526	EXPRESS PERSONNEL S	2032	53230	31322707	0.00	2,355.60
10100 70863084	09/19/2024 1	142511	GRAINGER INC	2032	53170	9251379633	0.00	9.12
10100 70863085 10100 70863085 TOTAL CHECK	09/19/2024 1 09/19/2024 1		GREEN WASTE OF TEHA GREEN WASTE OF TEHA	2036 2027	53180 53230	9343/1569263 01-01577459	0.00 0.00 0.00	17.95 33.67 51.62
10100 70863089 10100 70863089 TOTAL CHECK	09/19/2024 1 09/19/2024 1		STEVE WESTABY STEVE WESTABY	2036 2036	53130 53130	26060 26059	$0.00 \\ 0.00 \\ 0.00$	148.00 238.00 386.00
10100 70863094 10100 70863094 10100 70863094 TOTAL CHECK	09/19/2024 1 09/19/2024 1 09/19/2024 1	134656	HUMBOLDT MOVING & S HUMBOLDT MOVING & S HUMBOLDT MOVING & S	2036	53140 53140 53140	20126 20126 20126	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	59.59 114.58 114.58 288.75
10100 70863096	09/19/2024 1	102500	BHARAT JESRANI	2035	53260	10/2024-12/2024 REN	0.00	40,000.00
10100 70863106	09/19/2024 1	103568	LIONS GATE HOTEL	2037	53290	53151	0.00	325.89
10100 70863113	09/19/2024 1	101128	NAGOS FAMILY TRUST	2035	53260	OCT-DEC 2024	0.00	3,000.00
10100 70863115	09/19/2024 1	116242	NORCAL FOOD EQUIPME	2036	53170	RA543033 PO356324	0.00	290.00
10100 70863118	09/19/2024 1	101164	NORTHERN CALIFORNIA	2035	53140	1570590	0.00	391.79
10100 70863120	09/19/2024 1	104757	OFFICE DEPOT (BUSIN	2037	53220	382956980001	0.00	95.51
10100 70863121	09/19/2024 1	101231	PACIFIC GAS & ELECT	2035	53300	8709608417-0	0.00	3,993.98
10100 70863122	09/19/2024 1	101241	PAINT MARTS	2027	53180	40218872	0.00	8.70
10100 70863125	09/19/2024 1	123637	PATTON PACKAGING	2036	53180	264504	0.00	1,056.75

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CASH ACCT CHECK NO	ISSUE DT VE	ENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863126	09/19/2024 11	17529	PRO PACIFIC	2032	53130	7108124	0.00	1,593.08
10100 70863127 10100 70863127 10100 70863127 10100 70863127 10100 70863127 10100 70863127 TOTAL CHECK	09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10	08185 08185	PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO	2036 2036 2036	53130 53130 53130 53130 53130 53130	58880940 58872823 58872825 58872795 58872828	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	217.68 230.92 65.30 175.49 190.66 880.05
10100 70863130	09/19/2024 10	02258	RED BLUFF INTERIORS	2037	53170	2612 PO356323	0.00	250.00
10100 70863134	09/19/2024 13	34907	SHASTA-TEHAMA-TRINI	2036	53230	1226	0.00	402.90
10100 70863138	09/19/2024 10	04207	ST ELIZABETH COMM H	20321	532392	36008791299s1c8405	0.00	551.60
10100 70863141 10100 70863141 10100 70863141 TOTAL CHECK	09/19/2024 10 09/19/2024 10 09/19/2024 10	07566	SYSCO SYSCO SYSCO	2036 2035 2036	53130 53130 53130	531291912 531291914 531291913	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	871.55 118.20 105.90 1,095.65
10100 70863142	09/19/2024 10	05424	TEHAMA COUNTY DEPT	2036	53230	23-00634	0.00	40,000.00
10100 70863146 10100 70863146 10100 70863146 10100 70863146 10100 70863146 10100 70863146 10100 70863146 10100 70863146 10100 70863146 TOTAL CHECK	09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10 09/19/2024 10	05075 05075 05075 05075 05075 05075 05075	US FOODS INC US FOODS INC	2036 2036 2032 2036 2036 2036 2036 2032 2035	53140 53140 53140 53140 53130 53130 53130 53130	4620995 4991053 4991054 5183226 4991054 4991053 5183226 4991055	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	42.27 119.07 130.01 144.55 2,049.90 2,334.68 2,542.77 477.41 7,840.66
10100 70863148	09/19/2024 13	36143	VESTIS SERVICES LLC	2028	53230	5066678021	0.00	114.22
10100 70863151 10100 70863151 10100 70863151 10100 70863151 10100 70863151 10100 70863151 TOTAL CHECK	09/19/2024 11 09/19/2024 11 09/19/2024 11 09/19/2024 11 09/19/2024 11 09/19/2024 11	13681 13681 13681	WORLD TELECOM INC WORLD TELECOM INC WORLD TELECOM INC WORLD TELECOM INC WORLD TELECOM INC	2037 2035 2037 2036 2037	53170 53230 53170 53230 53230	27162 27026 (1) 24/25 27321 27339 27339	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	93.75 312.50 187.50 226.02 226.02 1,045.79
10100 70863152	09/20/2024 13	33275	ALSCO-GEYER IRRIGAT	2027	53170	7415	0.00	24.25
10100 70863156 10100 70863156 10100 70863156 10100 70863156 10100 70863156 10100 70863156 TOTAL CHECK	09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10	03939 03939 03939	АТ&Т АТ&Т АТ&Т АТ&Т АТ&Т	2007 2013 2013 20136 2007	53120 53120 53120 53120 53120 53120	9391032867 9391032883 9391032916 9391032937 9391032937	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	30.42 31.84 59.29 76.20 76.20 273.95
10100 70863158	09/20/2024 12	23681	BATTERY SYSTEMS INC	2028	53170	41382409181346	0.00	611.62

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CASH ACCT CHECK NO	ISSUE DT VENDO	R NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863160 10100 70863160 10100 70863160 10100 70863160 10100 70863160 10100 70863160 TOTAL CHECK	09/20/2024 1424 09/20/2024 1424 09/20/2024 1424 09/20/2024 1424 09/20/2024 1424 09/20/2024 1424	6 CARREL'S OFFICE MAG 6 CARREL'S OFFICE MAG 6 CARREL'S OFFICE MAG	2013 20136 2013	53170 53170 53170 53170 53170 53170	AR67801 AR67691 AR67692 AR67692 AR67692	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	77.75 88.81 29.98 29.99 29.99 256.52
10100 70863162 10100 70863162 10100 70863162 TOTAL CHECK	09/20/2024 11112 09/20/2024 11112 09/20/2024 11112	7 CHARTER COMMUNICAT	c 2013	53120 53120 53120	176976801090124 176976801090124 176976801090124	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	43.33 43.33 43.34 130.00
10100 70863163	09/20/2024 13548	3 COLBERT 118 LLC	2027	53260	SEPT 2024	0.00	300.00
10100 70863165	09/20/2024 10050	2 CALIFORNIA NEWSPAP	E 2013	53240	6849026/AS24-871	0.00	237.86
10100 70863170 10100 70863170 10100 70863170 TOTAL CHECK	09/20/2024 13612 09/20/2024 13612 09/20/2024 13612	1 HUNT & SONS LLC	20136 2007 2013	53291 53291 53291	231131 231131 231131	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	226.28 180.45 608.60 1,015.33
10100 70863171	09/20/2024 13263	7 INTERNATIONAL CHEM	г 2036	53180	264504	0.00	1,056.75
10100 70863174	09/20/2024 тоо1	847 LAWYERS DIARY & MAN	N 2013	53220	550945960	0.00	89.25
10100 70863177 10100 70863177 TOTAL CHECK	09/20/2024 11010 09/20/2024 11010			53220 53220	42514401/99561845 42521866/99561845	$0.00 \\ 0.00 \\ 0.00$	638.01 48.38 686.39
TOTAL CASH ACCOUNT						0.00	173,358.44
207700 70863125	v 09/19/2024 1236	7 PATTON PACKAGING	2036	53180	264504	0.00	-1,056.75
TOTAL CASH ACCOUNT						0.00	-1,056.75
TOTAL FUND						0.00	172,301.69

DATE: 09/23/2024 TIME: 14:53:12			TEHAMA COUNTY REGISTER - BY FU	ND			PAGE NUMBER: ACCTPA21	14		
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FUND - 107 - RISK MANAGEMENT										
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES T	AX A	MOUNT		
10100 70862970	09/17/2024 114238	TALX UCEXPRESS	1101	53316	2061501486	0.	00 1	53.52		
10100 70863128	09/19/2024 134948	UBEO MIDCO LLC	1101	53170	4635071	0.	00	33.65		
10100 70863186	09/20/2024 123088	TRITES BACKFLOW SER	1101	53180	16632 PO428668	0.	00	18.00		
TOTAL CASH ACCOUNT						0.	00 2	205.17		
TOTAL FUND						0.	00 2	205.17		

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FUND - 108 - SOCIAL SERVICES

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	V7128	09/20/2024	108325	STAPLES ADVANTAGE	5013	53220	7639928258	0.00	356.81
10100	70862892	09/16/2024	123038	MENDES SUPPLY COMPA	5013	53140	INV R074122A	0.00	48.16
10100	70862902	09/16/2024	133774	SERVICEWALA STORES	5013	53170	005317 31518	0.00	21.49
10100 10100 TOTAL CH	70862932 70862932 ECK	09/17/2024 09/17/2024		FOOD MAXX FOOD MAXX	108 108	105584 105584	3% DISCOUNT GUFT CRDS #52938	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	-22.50 750.00 727.50
10100	70862969	09/17/2024	136052	SURITA SHARMA & PET	5013	55401	NON-RECUR AAP EXPEN	0.00	20.00
10100	70862978	09/17/2024	109890	LIZ VELLUTINI	5013	53290	PARKING 9/12/24	0.00	12.00
10100	70863010	09/18/2024	136608	DANIELLE GOMEZ	5013	55401	REIMBURSEMENT	0.00	550.36
10100	70863081	09/19/2024	134611	JOHN P FINNICK	5013	53280	SEPT 2024	0.00	2,520.00
10100	70863095	09/19/2024	136121	HUNT & SONS LLC	5013	53291	6041/242936	0.00	2,138.27
10100	70863153	09/20/2024	136621	JOSEPHINE ANDERSON	5013	55401		0.00	10.00
10100	70863155	09/20/2024	101233	AT&T	5013	53120	248 134 7711 774 9	0.00	4.43
10100	70863159	09/20/2024	107169	BAY ALARM	5013	53140	INV 890266	0.00	631.20
10100	70863173	09/20/2024	110712	LABCORP OF AMERICA	5013	55401	4100230	0.00	300.00
10100	70863175	09/20/2024	123948	LEXIS NEXIS RISK SO	5013	532300	1465107-20240831	0.00	695.60
10100	70863182	09/20/2024	108794	POSTMASTER	5013	53220	BR 3-001	0.00	500.00
10100	70863184	09/20/2024	133774	SERVICEWALA STORES	5013	53170	005317-31559 PO3315	0.00	142.97
10100	70863187	09/20/2024	129754	VICTOR COMMUNITY SU	5013	532300	AUGUST 2024	0.00	3,303.17
TOTAL CA	SH ACCOUNT							0.00	11,981.96
TOTAL FU	ND							0.00	11,981.96

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FUND - 112 - HEALTH SERVICES

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863035	09/18/2024 136072	KIMBERLY STEVENS	40121	53291	8102024	0.00	359.40
10100 70863155 10100 70863155 10100 70863155 10100 70863155 10100 70863155 TOTAL CHECK	09/20/2024 101233 09/20/2024 101233 09/20/2024 101233 09/20/2024 101233	АТ&Т АТ&Т АТ&Т АТ&Т АТ&Т	40121 40121 40251 40131	53120 53120 53120 53120 53120	813449425063 8134 68546047 235 841 3029 809 0 248 134 3208 295 4	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	4.43 4.43 31.84 8.60 49.30
10100         70863156           10100         70863156	09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939 09/20/2024 103939	AT&T AT&T AT&T AT&T AT&T AT&T AT&T AT&T	40121 40121 40251 40171 40251 40131 40131 40131 40131 40131	53120 53120 53120 53120 53120 53120 53120 53120 53120 53120 53120	9391032939 9391032856 9391032856 9391032856 9391032856 9391032856 9391032856 9391032851 9391032829 9391032839 9391032939	$\begin{array}{c} 0.00\\$	$\begin{array}{r}9.46\\9.49\\4.54\\4.88\\8.01\\11.57\\147.14\\155.55\\1.03\\3.19\\354.86\end{array}$
10100 70863157 10100 70863157 10100 70863157 TOTAL CHECK	09/20/2024 113573 09/20/2024 113573 09/20/2024 113573	AT&T U-VERSE AT&T U-VERSE AT&T U-VERSE	40171 40131 40121	53120 53120 53120	331443205 331443205 331443205	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	30.85 30.86 85.64 147.35
10100         70863162           10100         70863162	09/20/2024 111127 09/20/2024 111127	CHARTER COMMUNICATI CHARTER COMMUNICATI	40251 40171 40131 40121 40131 40131 40131 40251 40171 40171 40131 40131 40121 40121 40121 40121 40121 40131 40251 40251 40271	53120 53120	176978301 176975101 176978601 176978601 176978601 176978601 176978601 176978601 176982601 176982601 176982601 176972701 176972701 176975101 176975001 176875001 176875001 176875001 176875001 176875001 176875001	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 62.46\\ 68.90\\ 74.18\\ 823.65\\ 452.88\\ 463.05\\ 175.82\\ 197.47\\ 240.16\\ 262.39\\ 262.40\\ 44.99\\ 45.00\\ 144.15\\ 34.24\\ 34.34\\ 41.76\\ 14.97\\ 16.37\\ 17.62\\ 18.21\\ 3,495.01 \end{array}$
10100 70863164 10100 70863164 10100 70863164 TOTAL CHECK	09/20/2024 122041 09/20/2024 122041 09/20/2024 122041	COMCAST COMCAST COMCAST	40121 40131 40171	53120 53120 53120	8155 60 033 0229884 8155 60 033 0229884 8155 60 033 0229884 8155 60 033 0229884	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	120.67 43.48 43.48 207.63

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FUND - 112 - HEALTH SERVICES

CASH ACCT CHECK NO	ISSUE DT VE	ENDOR NAM	E	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863169	09/20/2024 11	L2696 HEN	RY SCHEIN/CALIGO	40251	53190	13885573	0.00	3,215.75
10100 70863176	09/20/2024 13	33723 LIF	ELINE MOBILE INC	40121	57605	2024285 PO428150	0.00	42,972.22
10100 70863179	09/20/2024 12	24486 ONE	NEW HEARTBEAT I	40131	53290	1	0.00	7,500.00
10100 70863181 10100 70863181 10100 70863181 10100 70863181 10100 70863181 10100 70863181 10100 70863181 10100 70863181 TOTAL CHECK	09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10 09/20/2024 10	01231 PAC 01231 PAC 01231 PAC 01231 PAC 01231 PAC 01231 PAC	IFIC GAS & ELECT IFIC GAS & ELECT	40131 40251 40171 40121 40131	53300 53300 53300 53300 53300 53300 53300 53300	7171318975-2 0673650287-0 9090130622-6 9090130622-6 9090130622-6 9090130622-6 0673650287-0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	221.55 24.65 2.91 3.13 6.09 7.43 42.73 308.49
10100 70863183	09/20/2024 12	27723 LAL	ANA S RATNAYAKE	40121	53230	082724	0.00	2,145.00
10100 70863185 10100 70863185 TOTAL CHECK	09/20/2024 13 09/20/2024 13			40121 40121	53290 53290	MHOCHSA 8/5-6/2024 DISASTER PLANNINGCO	0.00 0.00 0.00	109.73 818.02 927.75
TOTAL CASH ACCOUNT							0.00	61,682.76
TOTAL FUND							0.00	61,682.76

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ACCTPA21	

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 113 - CHILD SUPPORT

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862983	09/18/2024	119080	ABC LEGAL SERVICES	5015	53280	108957/18801039.100	0.00	100.00
10100 10100 10100 TOTAL CI	70863156 70863156 70863156 HECK	09/20/2024 09/20/2024 09/20/2024	103939	АТ&Т АТ&Т АТ&Т АТ&Т	5015 5015 5015	53120 53120 53120	9391032920 9391032837 9391032924	0.00 0.00 0.00 0.00	30.42 159.18 375.15 564.75
10100 10100 TOTAL CH	70863167 70863167 HECK	09/20/2024 09/20/2024		DIGNITY HEALTH REG DIGNITY HEALTH REG	5015 5015	53230 53230	8/19/24 8/28/24	0.00 0.00 0.00	120.00 60.00 180.00
TOTAL C	ASH ACCOUNT							0.00	844.75
TOTAL FU	JND							0.00	844.75

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ACCTPA21	

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 115 - BUILDING & SAFETY

CASH ACCT CHECK NO	ISSUE DT VENDO	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862922	09/17/2024 10471	DIVERSIFIED SERVICE	2065	53220	23399	0.00	79.50
10100 70862958	09/17/2024 121562	ARNOLD PARKS	2065	53270	BULBS	0.00	17.09
10100 70862981	09/17/2024 11368	WORLD TELECOM INC	2065	53120	INV 27317	0.00	169.15
10100 70863154	09/20/2024 11229	APEX TECHNOLOGY MAN	2065	53220	INV APXQ31524	0.00	318.00
10100 70863166	09/20/2024 10867	DELL MARKETING LP	2065	532803	10772645196	0.00	393.49
10100 70863170	09/20/2024 13612	. HUNT & SONS LLC	2065	53291	242962/6098	0.00	386.75
10100 70863178	09/20/2024 10475	OFFICE DEPOT (BUSIN	2065	53220	383693716001	0.00	323.44
TOTAL CASH ACCOUNT						0.00	1,687.42
TOTAL FUND						0.00	1,687.42

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SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck_date between '20240915 00:00:00.000' and ' ACCOUNTING PERIOD: 3/2025										
FUND - 116 - SENIOR NUTRITION										
CASH ACCT CHECK NO ISSUE DT VENDOR	NAME BUDGET UNIT	ACCNTDESCRIPTION	SALES TAX AMOUNT							
10100 70863065 09/19/2024 100376	CITY OF RED BLUFF 5063	53260 01396 SEPT RENT	0.00 150.00							
10100 70863078 09/19/2024 136051	ELIOR INC 5063	53130 A668007491 P033141	0.00 4,200.00							
10100 70863095 09/19/2024 136121	HUNT & SONS LLC 5063	53291 CAA 6238/231130	0.00 82.59							
TOTAL CASH ACCOUNT			0.00 4,432.59							
TOTAL FUND			0.00 4,432.59							

DATE: 09, TIME: 14					TEHAMA COUNTY REGISTER - BY FU!	ND		ACCTPA	UMBER: 21 21
	N CRITERIA: NG PERIOD:	transact.fu 3/2025	und betwe	en '101' and '615' an	nd transact.ck_da	te betwee	n '20240915 00:00:00.00	00' and '20240	921 00:00:0
FUN	D - 117 - T	RANSPORTATIO	ON OPERAT	IONS					
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70863064	09/19/2024	100375	CITY OF CORNING	3037	532360	2024-09	0.00	500.00
10100	70863109	09/19/2024	134851	MCENTIRE LANDSCAPIN	3037	53180	51089	0.00	780.00
TOTAL CAS	SH ACCOUNT							0.00	1,280.00

TOTAL FUND

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1,280.00

0.00

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SELECTION CRITERIA: transact.fund between '101' ACCOUNTING PERIOD: 3/2025	and '615' and transact.ck_date betwee	en '20240915 00:00:00.000' and '20	240921 00:00:0
FUND - 220 - TC SOLID WASTE MGMT AGY			
CASH ACCT CHECK NO ISSUE DT VENDOR NAME	BUDGET UNIT ACCNT	DESCRIPTION SALES TAX	AMOUNT
10100 70863018 09/18/2024 131991 JOHN LE	ACH 4045 53210	FULL BOARD MTG 8/1/ 0.00	100.00
TOTAL CASH ACCOUNT		0.00	100.00
TOTAL FUND		0.00	100.00

TEHAMA COUNTY

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 265 - COUNTY P/R TRUST

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862921 10100 70862921 TOTAL CHECK	09/17/2024 L207805 09/17/2024 L207805	COLONIAL LIFE AND A COLONIAL LIFE AND A	265 265	207805 207805	DED:0456 COL N-PTAX DED:0457 COL PTAX	0.00 0.00 0.00	1,260.07 4,890.14 6,150.21
10100 70862923 10100 70862923 TOTAL CHECK		3 COURT-ORDERED DEBT 3 COURT-ORDERED DEBT		207812 207812	HENDERSON-545153698 GREENHAW-569817455	0.00 0.00 0.00	66.72 240.12 306.84
10100 70862924 10100 70862924 TOTAL CHECK	09/17/2024 L207819 09/17/2024 L207819		265 265	207819 207819	DED:0451 DUES DED:0452 PORAC/LDF	0.00 0.00 0.00	2,206.28 1,370.28 3,576.56
10100 70862926	09/17/2024 L207831	EBS	265	207831	DED:0141 FSA-MED	0.00	1,775.49
10100 70862927	09/17/2024 L207832	EBS	265	207832	DED:0142 FSA-D/C	0.00	270.84
10100 70862933	09/17/2024 100655	FRANCHISE TAX BOARD	265	207812	CASTILLO-613129253	0.00	10.78
10100 70862938 10100 70862938 10100 70862938 TOTAL CHECK	09/17/2024 L208130 09/17/2024 L208130 09/17/2024 L208130	I U O E LOCAL 39	265 265 265	208130 208130 208130 208130	DED:0458 I.U.O.E. DED:0450 IUOE MGR DED:0458 I.U.O.E.	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	514.77 33.32 23.63 571.72
10100 70862942 10100 70862942 10100 70862942 10100 70862942 10100 70862942 TOTAL CHECK	09/17/2024 134576 09/17/2024 134576 09/17/2024 134576 09/17/2024 134576	D KAIN-SHERIFF GARN D KAIN-SHERIFF GARN D KAIN-SHERIFF GARN D KAIN-SHERIFF GARN	265 265	207812 207812 207812 207812 207812	KING-22LC000340 WALTZ-18LC000067 BARRETT-21000065 VILLALBA-CASTNCI190	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	100.00 144.00 58.00 59.18 361.18
10100 70862945 10100 70862945 TOTAL CHECK	09/17/2024 L207818 09/17/2024 L207818			207818 207818	DED:0453 PORAC/LDF DED:0454 LEMA DUES	$0.00 \\ 0.00 \\ 0.00$	$160.00 \\ 160.00 \\ 320.00$
10100         70862967           10100         70862967	09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211 09/17/2024 117211	STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT STATE DISBURSEMENT	265 265 265 265 265 265 265 265 265	207812 207812 207812 207812 207812 207812 207812 207812 207812 207812 207812	KEYS-2*2006990 LINDAUER-2*258403 RICKEY-3*3264650 RIDGWAY-3*5881156 BARRETT300000033787 BERRY-3*1569968 FLETCHER-2*2079566 STROING-10300000602 MORRIS-2*2512994 BECKER-FL66131	$\begin{array}{c} 0.00\\$	179.07202.15215.07444.00260.30313.58152.30138.4615.6952.501,973.12
10100 70862968 10100 70862968 10100 70862968 TOTAL CHECK		STATIONARY ENGINEER STATIONARY ENGINEER STATIONARY ENGINEER	265	207830 207830 207830	DED:0461 DUES DED:0459 DUES DED:0462 FEE PAYER	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	3,665.00 1,892.58 23.24 5,580.82
10100 70862971	09/17/2024 L208134	TC DEP PROB OFFICER	265	208134	DED:0473 TCDPO DUES	0.00	1,996.26

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SELECTION CRITERIA: transact.fund betwee ACCOUNTING PERIOD: 3/2025	een '101' and '615' and transa	ct.ck_date between '20240915 00:00:00	.000' and '20240921 00:00:0
FUND - 265 - COUNTY P/R TRUST			
CASH ACCT CHECK NO ISSUE DT VENDOR	NAME BUDGET U	NIT ACCNTDESCRIPTION	SALES TAX AMOUNT
10100 70862972 09/17/2024 L207827	TCDAIA 265	207827 DED:0475 TCDAIA	0.00 150.00
10100 70862973 09/17/2024 L207834	TCPOA DUES 265	207834 DED:0481 TCPOA DUES	0.00 20.00
10100 70862977 09/17/2024 L207807	UNITED WAY OF NORTH 265	207807 DED:0468 UNITED WAY	0.00 40.00
TOTAL CASH ACCOUNT			0.00 23,103.82
TOTAL FUND			0.00 23,103.82

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 295 - WELFARE REVOLVING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	909379	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	450.00
10100	909380	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	800.00
10100	909381	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	700.00
10100	909382	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	750.00
10100	909383	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	600.00
10100	909384	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	295.00
10100	909385	09/16/2024	99999	99999	29510	55400	ANCILLARY	0.00	29.00
10100	909386	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	500.00
10100	909387	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	400.00
10100	909388	09/16/2024	99999	99999	29510	55400	HOUSING	0.00	400.00
10100	909389	09/16/2024	99999	99999	29510	55402	FOSTER CARE	0.00	2,638.00
10100	909390	09/16/2024	99999	99999	29510	55402	FOSTER CARE	0.00	83.00
10100	909391	09/17/2024	99999	99999	29510	55400	HOUSING	0.00	900.00
10100	909392	09/17/2024	99999	99999	29510	55400	ANCILLARY	0.00	126.00
10100	909393	09/17/2024	99999	99999	29510	55408	ADOPTION	0.00	1,258.00
10100	909394	09/17/2024	99999	99999	29510	55408	ADOPTION	0.00	1,258.00
10100	909395	09/17/2024	99999	99999	29510	55398	CALWORKS	0.00	850.00
10100	909396	09/17/2024	99999	99999	29510	55398	CALWORKS	0.00	425.00
10100	909397	09/18/2024	99999	99999	29510	55400	HOUSING	0.00	1,470.00
10100	909398	09/18/2024	99999	99999	29510	55400	HOUSING	0.00	750.00
10100	909399	09/18/2024	99999	99999	29510	55402	FOSTER CARE	0.00	1,486.00
10100	909400	09/18/2024	99999	99999	29510	55408	ADOPTION	0.00	1,594.00
10100	909401	09/18/2024	99999	99999	29510	55408	ADOPTION	0.00	996.00
10100	909402	09/18/2024	99999	99999	29510	55402	FOSTER CARE	0.00	2,230.00
10100	909403	09/19/2024	99999	99999	29510	55400	HOUSING	0.00	1,150.00
10100	909404	09/19/2024	99999	99999	29510	55400	HOUSING	0.00	1,150.00

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 295 - WELFARE REVOLVING

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 909405	09/19/2024	99999	99999	29510	55400	HOUSING	0.00	575.00
10100 909406	09/19/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
10100 909407	09/19/2024	99999	99999	29510	55400	HOUSING	0.00	802.17
10100 909408	09/19/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
10100 909409	09/19/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
10100 909410	09/19/2024	99999	99999	29510	55400	CHILD CARE	0.00	489.78
10100 909411	09/19/2024	99999	99999	29510	55400	ANCILLARY	0.00	80.00
10100 909412	09/19/2024	99999	99999	29510	55400	ANCILLARY	0.00	46.00
10100 909413	09/19/2024	99999	99999	29510	55402	FOSTER CARE	0.00	4,272.00
10100 909414	09/20/2024	99999	99999	29510	55400	WELFARE TO WORK	0.00	46.00
10100 909415	09/20/2024	99999	99999	29510	55400	WELFARE TO WORK	0.00	80.00
TOTAL CASH ACCOUNT							0.00	31,078.69
207700 909392 v	09/17/2024	99999	99999	29510	55400	ANCILLARY	0.00	-126.00
TOTAL CASH ACCOUNT							0.00	-126.00
TOTAL FUND							0.00	30,952.69

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

TEHAMA COUNTY

CHECK REGISTER - BY FUND

FUND - 307 - CURRENT YEAR SECURED

CASH ACCT CHECK NO	ISSUE DT VENE	OR NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862903	09/16/2024 1365	95 DEDE SOEKAMTO	307	301800	029383002000 2023	0.00	1,020.26
10100 70862989	09/18/2024 1365	97 MARVIN BENNETT ETAI	_ 307	301800	910002409000 2023	0.00	144.41
10100 70862993	09/18/2024 1366	01 LOREN W BROWNING E	г 307	301800	02420001800 2023	0.00	337.95
10100 70862994	09/18/2024 1365	98 RICHARD BURRITT ET	A 307	301800	910003180000 2023	0.00	134.72
10100 70863002 10100 70863002 TOTAL CHECK	09/18/2024 1360 09/18/2024 1360			301800 301800	045100029000 2023 045100029000 2022	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	1,619.36 1,293.69 2,913.05
10100 70863003 10100 70863003 10100 70863003 10100 70863003 10100 70863003 TOTAL CHECK	09/18/2024 1366 09/18/2024 1366 09/18/2024 1366 09/18/2024 1366	03 CURT E DAHL ETAL 03 CURT E DAHL ETAL	307 307 307 307 307	301800 301800 301800 301800 301800	027070029000 2021 027070029000 2022 027070029000 2023 027070029000 2020	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	1,998.03 2,018.82 2,083.72 210.85 6,311.42
10100 70863012 10100 70863012 10100 70863012 TOTAL CHECK	09/18/2024 1365 09/18/2024 1365 09/18/2024 1365	99 SANDRA J HILL ETAL	307 307 307	301800 301800 301800 301800	910002327000 2021 910002327000 2023 910002327000 2022	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	94.48 514.08 535.60 1,144.16
10100 70863013	09/18/2024 1366	04 JOANN L HOUCK	307	301800	035070043000 2023	0.00	1,146.90
10100 70863027	09/18/2024 1362	75 BRYCE OXLEY	307	301800	071071002000 2023	0.00	917.79
10100 70863039	09/18/2024 1257	92 GARRY M & PATRICIA	307	301800	041081008000 2023	0.00	365.61
10100 70863040	09/18/2024 1366	05 VERNON F WHITE ETAI	_ 307	301800	045350004000 2023	0.00	725.85
10100 70863041	09/18/2024 1366	06 RUSSELL L & CHERYL	307	301800	024150030000 2023	0.00	1,162.68
10100 70863042	09/18/2024 1366	07 GAIL S WRIGHT	307	301800	031041003000 2023	0.00	861.18
TOTAL CASH ACCOUNT						0.00	17,185.98
TOTAL FUND						0.00	17,185.98

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck_date between '20240915 00:00:00. ACCOUNTING PERIOD: 3/2025	000' and '202409	21 00:00:0
FUND - 504 - TCSLA GRANTS		
CASH ACCT CHECK NO ISSUE DT VENDOR NAME BUDGET UNIT ACCNTDESCRIPTION	SALES TAX	AMOUNT
10100 70862984 09/18/2024 T0026652 ADAPT CONSULTING IN 50410 558005 23705B	0.00	1,357.58
TOTAL CASH ACCOUNT	0.00	1,357.58
TOTAL FUND	0.00	1,357.58

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025									
FUND - 527 - TC TRANS COMM ADM									
CASH ACCT CHECK NO ISSUE DT	VENDOR NAME	BUDGET UNIT A	ACCNT	DESCRIPTION	SALES TAX	AMOUNT			
10100 70863062 09/19/2024 1	133740 CHARTER COMMUNICATI	3033	53230	161099701090124	0.00	699.00			
TOTAL CASH ACCOUNT 0.00 699.00									
TOTAL FUND					0.00	699.00			

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TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 535 - TC CHILD & FAMILIES COMM

CASH ACCT CHEC	NO ISSUE DT	VENDOR NAME		BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862 10100 70862 TOTAL CHECK			ED SURVEY RESE ED SURVEY RESE		555204 555202	2024-337 2024-337	$ \begin{array}{c} 0.00\\ 0.00\\ 0.00\\ \end{array} $	3,587.50 2,625.00 6,212.50
10100 70862	017 09/17/2024	100252 LYNNE	MOULE	53510	555212	INV 85836	0.00	50.00
10100 70862	063 09/17/2024	134948 UBEO	MIDCO LLC	53510	53230	4626121	0.00	48.74
TOTAL CASH ACC	DUNT						0.00	6,311.24
TOTAL FUND							0.00	6,311.24

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TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 601 - AIR POLLUTION DISTRICT

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70863045 10100 70863045 TOTAL CHECK	09/19/2024 112295 09/19/2024 112295	APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN		53170 53170	INV DUI361864 INV RSI361756	0.00 0.00 0.00	175.00 32.00 207.00
10100 70863058	09/19/2024 142466	CARREL'S OFFICE MAC	60110	53170	AR67677	0.00	14.04
10100 70863095	09/19/2024 136121	HUNT & SONS LLC	60110	53291	231074/6096	0.00	48.37
TOTAL CASH ACCOUNT						0.00	269.41
TOTAL FUND						0.00	269.41

SELECTION CRITERIA: transact.fund betwee ACCOUNTING PERIOD: 3/2025	een '101' and '615' and transact	ck_date between '20240915 00:00:00.	000' and '20240921 00:00:0
FUND - 602 - LOS MOLINOS LIGHTING			
CASH ACCT CHECK NO ISSUE DT VENDOR	NAME BUDGET UNI	T ACCNTDESCRIPTION	SALES TAX AMOUNT
10100 70863121 09/19/2024 101231	PACIFIC GAS & ELECT 60210	53300 5857641234-8	0.00 840.62
TOTAL CASH ACCOUNT			0.00 840.62

TOTAL FUND

PAGE NUMBER: 32 ACCTPA21

0.00

840.62

DATE: 09/23/2024 TIME: 14:53:12

TEHAMA COUNTY CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240915 00:00:00.000' and '20240921 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 603 - WATER CONSERVATION

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 V7126 10100 V7126 10100 V7126 TOTAL CHECK	09/19/2024 103422 09/19/2024 103422 09/19/2024 103422	KRISTIN LAMKIN KRISTIN LAMKIN KRISTIN LAMKIN	60310 60310 60310	53210 53210 53210	MTG STIPEND 7/10/2 MTG STIPEND 8/14/24 MTG STIPEND 8/22/24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	25.00 25.00 25.00 75.00
10100 70863057	09/19/2024 122158	CANDY CARLSON	60310	53210	MTG STIPEND 9/16/24	0.00	25.00
10100 70863066	09/19/2024 136440	GREGORY C CLUMPNER	60310	53230	090924	0.00	3,575.00
10100 70863068	09/19/2024 130498	COLANTUONO HIGHSMIT	60310	53230	61899	0.00	12,127.50
10100 70863073 10100 70863073 TOTAL CHECK	09/19/2024 125516 09/19/2024 125516	HAROLD MORRIS CRAIN HAROLD MORRIS CRAIN		53210 53210	MTG STIPEND 7/10/2 MTG STIPEND 8/14/24	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863082 10100 70863082 TOTAL CHECK	09/19/2024 108676 09/19/2024 108676	BART FLEHARTY BART FLEHARTY	60310 60310	53210 53210	MTG STIPEND 8/14/24 MTG STIPEND 7/10/2	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863087 10100 70863087 10100 70863087 TOTAL CHECK	09/19/2024 124961 09/19/2024 124961 09/19/2024 124961	TODD HAMER TODD HAMER TODD HAMER	60310 60310 60310	53210 53210 53210	MTG STIPEND 8/22/24 MTG STIPEND 7/10/2 MTG STIPEND 8/14/24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	25.00 25.00 25.00 75.00
10100 70863088 10100 70863088 TOTAL CHECK	09/19/2024 134376 09/19/2024 134376	MATT HANSEN MATT HANSEN	60310 60310	53210 53210	MTG STIPEND 8/19/24 MTG STIPEND 9/16/24	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863104 10100 70863104 TOTAL CHECK	09/19/2024 131991 09/19/2024 131991	JOHN LEACH JOHN LEACH	60310 60310	53210 53210	MTG STIPEND 9/16/24 MTG STIPEND 8/19/24	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863105 10100 70863105 10100 70863105 TOTAL CHECK	09/19/2024 125335 09/19/2024 125335 09/19/2024 125335	DAVID LESTER DAVID LESTER DAVID LESTER	60310 60310 60310	53210 53210 53210	MTG STIPEND 8/14/24 MTG STIPEND 8/22/24 MTG STIPEND 7/10/2	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	25.00 25.00 25.00 75.00
10100 70863111 10100 70863111 TOTAL CHECK	09/19/2024 119744 09/19/2024 119744	WILLIAM MOULE WILLIAM MOULE	60310 60310	53210 53210	MTG STIPEND 8/19/24 MTG STIPEND 9/16/24	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863114 10100 70863114 TOTAL CHECK	09/19/2024 134476 09/19/2024 134476	PATI NOLEN PATI NOLEN	60310 60310	53210 53210	MTG STIPEND 8/19/24 MTG STIPEND 9/16/24	0.00 0.00 0.00	25.00 25.00 50.00
10100 70863123 10100 70863123 10100 70863123 TOTAL CHECK	09/19/2024 101250 09/19/2024 101250 09/19/2024 101250	CLAY PARKER CLAY PARKER CLAY PARKER	60310 60310 60310	53210 53210 53210	MTG STIPEND 8/22/24 MTG STIPEND 8/14/24 MTG STIPEND 7/10/2	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	25.00 25.00 25.00 75.00
10100 70863136 10100 70863136	09/19/2024 124962 09/19/2024 124962	MARTHA SLACK MARTHA SLACK	60310 60310	53210 53210	MTG STIPEND 7/10/2 MTG STIPEND 8/14/24	0.00 0.00	25.00 25.00

SELECTION CRITERIA: transact.fund between '101' and '615' ACCOUNTING PERIOD: 3/2025	and transact.ck_date bet	ween '20240915 00:00:00.	000' and '20240	921 00:00:0
FUND - 603 - WATER CONSERVATION				
CASH ACCT CHECK NO ISSUE DT VENDOR NAME	BUDGET UNIT ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK			0.00	50.00
TOTAL CASH ACCOUNT			0.00	16,377.50
TOTAL FUND			0.00	16,377.50

SELECTION CRI ACCOUNTING PE		fund betwe	een '101' and '615' a	and transact.ck_da	ate betweer	20240915 00:00:00.0	000' and '20240	921 00:00:0
FUND - 6	04 - FLOOD CONTR	OL						
CASH ACCT CHE	CK NO ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 7086	3101 09/19/202	4 126865	KJELDSEN SINNOCK &	60410	53230	38528	0.00	5,600.00

TOTAL CASH ACCOUNT

DATE: 09/23/2024 TIME: 14:53:12

TOTAL FUND

#### PAGE NUMBER: 35 ACCTPA21

5,600.00

5,600.00

0.00

0.00

	DATE: 09/23/2024 TIME: 14:53:12			TEHAMA COUNTY REGISTER - BY FU	IND		ACCTPA21	
	000' and '2024092	1 00:00:0						
	FUND - 605 - T	TC SANITATION DIST #2	1					
	CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
	10100 70863132	09/19/2024 122999	JOHN R ROSSIE	60510	53230	09102024	0.00	400.00
	10100 70863180	09/20/2024 132967	PACE ANALYTICAL SE	60510	53230	242807206	0.00	295.14
	TOTAL CASH ACCOUNT						0.00	695.14
	TOTAL FUND						0.00	695.14

	DATE: 09/23/2024 TIME: 14:53:12			TEHAMA COUNTY REGISTER - BY FU	ND		PAGE NUM ACCTPA21	
SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck_date between '20240915 00:00:00.000' and ACCOUNTING PERIOD: 3/2025								1 00:00:0
	FUND - 611 - C	ARL MOYER AIR POLL						
	CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
	10100 70863038	09/18/2024 136615	LOEWEN VERMICULTURE	61110	55520	CARL MOYER	0.00	55,000.00
	10100 70863129	09/19/2024 136618	RED BANK OUTFITTERS	61110	55520	CARL MOYER	0.00	39,973.00
	TOTAL CASH ACCOUNT						0.00	94,973.00
	TOTAL FUND						0.00	94,973.00

# PAGE NUMBER: 37 ACCTPA21

DATE: 09/23/2024 TIME: 14:53:12		CHECK	TEHAMA COUNTY K REGISTER - BY FU	ND		ACCTPA	21	
SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck_date between '20240915 00:00:00.000' and '20240921 00:00: ACCOUNTING PERIOD: 3/2025								
FUND - 615 - CARB WOODSMOKE GRANT								
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
10100 70862901	09/16/2024 135893	PIETROCCI AND MCCA	61510	55520	тс 3-058	0.00	5,000.00	
10100 70863069	09/19/2024 135035	COLD SNAP AIR CONDI	61510	55520	TC3-062 YR3	0.00	9,422.34	
10100 70863091	09/19/2024 128141	HEAT TECH INDUSTRIE	61510	55520	TC3-055 YR3	0.00	5,000.00	
TOTAL CASH ACCOUNT						0.00	19,422.34	
TOTAL FUND						0.00	19,422.34	
TOTAL REPORT						0.00	1,786,814.14	

11012. 19:01:90			CHECK	REGISTER BITC				
SELECTION CRITERIA: ACCOUNTING PERIOD:		und betwe	en '700' and '8999'	and transact.ck_c	late betwe	en '20240915 00:00:00.	000' and '202409	21 00:00:
FUND - 712 - T	EHAMA MAJOR	CRIMES U	NIT					
CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862912	09/17/2024	103939	АТ&Т	71210	53120	9391032873	0.00	31.46
TOTAL CASH ACCOUNT							0.00	31.46
TOTAL FUND							0.00	31.46
TOTAL REPORT							0.00	31.46



Agenda Request Form

File #: 24-1671

Agenda Date: 10/8/2024

Agenda #: 2.

## AUDITOR'S CLAIM

## **Requested Action(s)**

a) Court Operations, 2026-53230, Benjamin E. Magid, \$6,224

## **Financial Impact:**

As Listed.

## **Background Information:**

Click here to enter Background Info.

S CLAIM / AUTHOR CLAIMANT'S NAME Benja ADDRESS PO BO Weav	CUNTY OF TEHAM/ TATE OF CALIFORNIA RIZATION FOR RELEA min E. Magid DX 2965 erville, CA 96093 ol eddress if transaction is be		PURCHASE ORDER / AGREEMENT N	0.:
DEPARTMENT:				
FUND / DEPT.	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions) AMOUNT	· / ,
106-2026	5323015		\$6,224	
	53230		Case 21CR003112	
	····			
- New Prove				-
DATE DESCRIPT 9/16/2024	ION - CLAIMS MUST BE ITE	MIZED AND INVO	CES ATTACHED TOTALD \$6,224.	00
	Conflict Co	unsel		
	,			
Original: Auditor Copy 1: Claims File Copy 2: Copy 3:	Purchase Order R o Supplies over allow o Supplies + labor or o One-time services ( o Write P O. Number	ed maximum installation charge insurance must be		

Under penalty of perjury, I certify that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, that the amount therein is justify due, and that the same is presented within one year after the last item thereof has accrued.

AUDITORS USE ONLY	CLAIMANT BLOVALYVEED COTSZIKEVER
I hereby certify that the above claim was exemined and approved by this office	
By A.Z. 9 24 24 Auditor-Controller	I hereby certify under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Celif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary
Deputy County Auditor	and ware ordered by me for use by the department and for the purpose indicated above
BOARD OF SUPERVISORS	or services have been delivered or performed agestated hereon except as otherwise
Approved:	Indicated by me.
Date	SIGNED 9/18/2024
	Department/Head or Authorized Signature / Date

,

.



Agenda Request Form

File #: 24-1661

Agenda Date: 10/8/2024

Agenda #: 3.

## DEPARTMENT OF AGRICULTURE

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign the Cooperative Agreement No. 24-0236-025 SF with the California Department of Food & Agriculture (CDFA) for the provision of Asian Citrus Psyllid detection trapping in the amount not to exceed \$16,976, effective 10/1/24 and shall terminate 6/30/25

#### **Financial Impact:**

The funds to be received have been identified as revenue in the department's FY 2024/25 budget.

#### Background Information:

The department has historically entered into agreements with the California Department of Food and Agriculture to perform these services. Without an approved agreement, the department will not be eligible to receive payments for performing Asian Citrus Psyllid detection activities.

State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev. 7/2024)

## COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER 24-0236-025-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:		State Agency and the Recipient named below:	
	STATE AGENCY'S NAME		
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)			
	RECIPIENT'S NAME		
	COUNTY OF TEHAMA		
2.	The Agreement Term is: October 1, 2024 thro	bugh June 30, 2025	
3.	The maximum amount of this Agreement is:	\$16,976.00	
4.	The parties agree to comply with the terms ar which are by this reference made a part of the	nd conditions of the following exhibits and attachments e Agreement:	
	Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)	
	Exhibit B: General Terms and Conditions	5 Page(s)	
	Exhibit C: Payment and Budget Provisions	s 2 Page(s)	
	Exhibit D: Federal Terms and Conditions	3 Page(s)	
	Attachments: Scope of Work and Budget		

# IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENI						
RECIPIENT'S NAME (Organization's Legal Name)						
COUNTY OF TEHAMA						
BY (Authorized Signature)	DATE SIGNED					
 ک						
PRINTED NAME AND TITLE OF PERSON SI	GNING					
ADDRESS						
Post Office Box 38, Red Bluff, CA 96080						
STATE OF CALIFORNIA						
AGENCY NAME						
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)						
BY (Authorized Signature)	DATE SIGNED					
ير <b>ک</b> ر ا						
PRINTED NAME AND TITLE OF PERSON SIGNING						
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION						
ADDRESS						
1220 N STREET, ROOM 120						
SACRAMENTO, CA 95814		CJ				
		00				

## **EXHIBIT A**

## PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant
	Protection and Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number	10.025
(CFDA) and Name:	Plant and Animal Disease, Pest Control and
	Animal Care
Amount Awarded to CDFA:	\$Pending
Effective Dates for CDFA:	October 1, 2024 through September 30, 2025
Federal Award to State Agency is Research &	
Development (Yes/No)	Yes

## **RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Pysllid Winter Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:		
Name:	Zachary McCormack	Name:	Thomas Moss	
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF TEHAMA	
Address:	1220 N Street	Address:	Post Office Box 38	
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Red Bluff, CA 96080	
Phone:	916-704-8803	Phone:	530-527-4504	
Email Address:	zachary.mccormack@ cdfa.ca.gov	Email Address:	tmoss@tehamaag.net	

**3.** The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:
Name:	ThuyVy Truong	Name:
Division/Branch:	Citrus Pest and Disease Prevention	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-699-0161	Phone:
Email Address:	thuyvy.truong@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

## 4. **RECIPIENT**: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  $\Box$  does  $\boxtimes$  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## **EXHIBIT B**

#### **GENERAL TERMS AND CONDITIONS**

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

## 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

## 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

## 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

## 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## 10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

## 11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## 12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## 13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## 14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

#### 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

## 16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

## 17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breach within thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure. If the breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

California Department of Food and Agriculture Legal Office of Hearing and Appeals 1220 N Street Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

## 18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

## 19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

## 20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

## 21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

## 22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

## 23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

## 24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

## 25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

## 26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## 27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## EXHIBIT C PAYMENT AND BUDGET PROVISIONS

## 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

## 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on <u>IRS's</u> <u>website</u> regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by <u>General Services Administration</u> (<u>GSA</u>), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

## 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

## 4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## EXHIBIT D

## FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

## 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following: A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;

- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

## 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

## 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

## 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

## 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

## 6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

## 7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

## 8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

## 9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

## **10.** Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

#### 11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See <u>www.sam.gov</u> to determine debarment and suspension status.

## 12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

## 13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

## 14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

## 15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 et seq.

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
  - 1. Reports all subject inventions to CDFA;
  - 2. Makes efforts to commercialize the subject invention through patent or licensing;
  - 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
  - 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

## 16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and B. Marine Mammal Protection Act, 16 USC 1361-1407.

## 17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

## 18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 et seq.)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

## 19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

## 20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

## SCOPE OF WORK

## AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING

## Section 1

## The California Department of Food and Agriculture (CDFA) shall:

- A. Provide all yellow panel traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Trapping Guidelines FY 2024-2025 (ACPTG). The current version of the ACPTG is provided along with this Agreement and the ITG. The ITG is available from the Citrus Division District Manager or online at https://www.cdfa.ca.gov/plant/PDEP/Insect\_Trapping\_Guide/.
- D. Provide annual training programs for county trapping supervisors.
- E. Provide annual training to county trappers and follow up training, as needed, including training on CDFA's management practices and any necessary mitigations.
- F. Conduct quality control (QC) inspections of the county trapping program via field work inspections and county office visits.

## Section 2

## The County Agricultural Commissioner shall:

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.
- C. Purchase supplies necessary to conduct field activities including permanent markers, paper clips, etc.
- D. Procure shipping supplies including boxes and packing tape.
- E. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (Kyle.Beucke@cdfa.ca.gov) or the Citrus Pest and Disease Prevention Division.

- F. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.
  - 1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
  - 2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work and ACPTG shall supersede the ITG.
- G. Place and service the specified number traps as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223). The number of active traps must not exceed the number of traps indicated in the THYW, unless otherwise agreed to by the Citrus Division District Manager. If an agreement amendment is needed to modify the THYW, contact the Citrus Division District Manager. Barring any unique circumstances, modifications may be made up to 90 days prior to the expiration of the agreement.
- H. Trap placements:
  - 1. Year-round trapping: Ensure traps are placed by the beginning of the season start date of October 1, 2024. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2025. Traps may be left in place if those trap sites are going to be used in the following ACP detection agreement period.
  - 2. Winter trapping: ensure traps are placed in October 2024 prior to the beginning of the season (November 1, 2024). Remove traps at the last servicing for the season so that all traps have been removed by April 30, 2025.
- I. Ensure that not more than one trap is placed per sub-grid or quint for general detection and not more than two per sub-grid for delimitation trapping.
- J. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at http://maps.cdfa.ca.gov/TrapBooks.
  - 1. The naming convention for the STG is alphanumeric. Columns are named alphabetically (A UW) and rows numerically (001 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or sub-grid, trap type, and an intra-quint or intra-sub-grid designation if more than one trap of that type is present, or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in grid EV241, sub-grid 18, trap type is ACP, and it is designated as number "1" ACP trap within that sub-grid.

- 2. Ensure that the unique trap number is written correctly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:
  - a. Complete trap number, placement date, and trapper's initials on **both** non-adhesive sides of the trap when placing.
- K. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, –119.825056). Record GPS reading on the trap map card. New GPS points must be recorded for traps when they are relocated or rotated.
- L. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), from October 1, 2024 through September 30, 2025, unless determined otherwise by the Citrus Division District Manager.
- M. Ensure that all traps removed from the field are sent to CDFA for screening. The word "Delimitation" must appear on the outside of the shipping box for traps removed from an ACP delimitation grid. The Citrus Division District Manager will provide guidance regarding which of the below facilities traps should be sent.

CDFA Screening Facility		CDFA Screening Facility
345 E. Tulare Avenue, Suite M		2710 Gateway Oaks Drive, Suite 210-S
Visalia, CA 93277	OR	Sacramento, CA 95833
Attention: Mark Reis		Attention: Nilan Watmore
Phone: 559-636-7410		Phone: 916-274-6300

- N. Participate in new delimitation activities if requested to do so by CDFA.
- O. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's Checklist. A partially completed Attachment 1 – CDFA Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. Complete the Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the county project coordinator and emailed to the Citrus Division Data Analysis and Visualization Unit at <u>CDFA DL CPDPD DAVU@cdfa.ca.gov</u>.
- P. Maintain a Daily Trapping Summary (DTS) (Form 60-210), or equivalent record, for each trapper. This form must be completed daily, signed by the trapper who performed the work and submitted to the trapping supervisor. At minimum, the record must specify the trapper's name, date, county, route/book, and number of traps placed, removed, serviced, relocated (if applicable), and total number of traps in service. Any alternate record keeping format used in lieu of the DTS form must be

agreed to by the Citrus Division District Manager or designee. The records must be available for immediate review by the Citrus Division District Manager or designee conducting the QC inspection. All DTS forms, or equivalent records, must be kept on file, for review by the CDFA Audits Office, for three years. The DTS form is available from the Citrus Division District Manager.

- Q. Complete the Monthly Detection Activity Report (MDAR) form, or equivalent documentation as agreed to by the Citrus Division District Manager, documenting all traps deployed, added, removed, and serviced during the month. Equivalent documentation may include, for example, a pest detection report generated through CalTrap. Any reporting format used in lieu of the MDAR must be agreed to by the Citrus Division District Manager or designee. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered a trap servicing. Do not count trap relocations as "removed" and then "placed." A copy of this form must accompany the monthly invoice. The MDAR form is available from the Citrus Division District Manager.
- R. Provide one set of trapping records for all traps. This set may either be a "Trap Book" or an electronic record and shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation, and removal.
- S. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- T. Maintain county wall maps with numbered square mile grids based upon the state trapping grid (STG), depicting the density of all currently deployed traps.
- U. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.
- V. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.
- W. Submit suspect ACP samples to the Plant Pest Diagnostics Center in Sacramento, California via the most expeditious method, no later than 24-hours after the initial identification. Notify the Citrus Division District Manager of suspect ACP submitted to the laboratory. See **Submitting Specimens for Identification** in the ACPTG.

Plant Pest Diagnostics Center 3294 Meadowview Road Sacramento, CA 95832 Phone: 916-262-1100

- X. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- Y. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for piggybacked traps.

Submit invoices along with the Monthly Detection Activity Report Form, or equivalent documentation, no later than (30 calendar days) past the end of the month in which the invoiced activity occurred by e-mail to the Citrus Division County Contracts Coordinator, ThuyVy (Vy) Truong (Thuyvy.Truong@cdfa.ca.gov) and the designated Senior Environmental Scientist Supervisor as indicated below. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form, or equivalent documentation, is submitted with the invoice.

Counties	Supervisory Environmental Scientist	
Fresno, Merced, San Benito	Lauren Murphy (Lauren.Murphy@cdfa.ca.gov)	
Kern, Kings, Tulare	Fabian Velasco (Fabian.Velasco@cdfa.ca.gov)	
Monterey, San Luis Obispo	Deborah Nardo (Deborah.Nardo@cdfa.ca.gov)	
San Joaquin, Stanislaus, Placer	Zachary McCormack	
	(Zachary.McCormack@cdfa.ca.gov)	

Counties	Supervisory Environmental Scientist
Alameda, Contra Costa, San Mateo Santa Cruz, Lake, Napa, Solano, Sonoma	Ravneet Behla (Ravneet.Behla@cdfa.ca.gov)
Butte, Colusa, El Dorado, Glenn, Sacramento, Sutter, Tehama	Zachary McCormack (Zachary.McCormack@cdfa.ca.gov)

- 1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.
- 2. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage, and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Reimbursable items also include supplies procured to support field activities. Such items must be itemized as "Field Activity Supplies." Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
  - 3. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:
    - a. County name

- b. Remit to address
- c. Date of submittal
- d. Invoice number
- e. Agreement name
- f. Agreement number
- g. Billing period
- h. Allowable itemized charges as listed on the Financial Plan:
- i. Employee salaries. The following information must be included in the invoice: employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. Note: The number of hours worked claimed on the invoice must match those documented on the Monthly Detection Activity Report Form, or equivalent documentation. Invoices received without this documentation will not be paid.
- j. Vehicle expenses. The following information must be included in the invoice: vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease or rental rate for the vehicle.
- 4. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items one through three above.
- 5. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement <u>will not be paid</u>.
- 6. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.
- 7. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form, or equivalent documentation, and approval of the invoice.
- 8. Please note that CDFA cannot reimburse for more than the total Agreement amount.

## ASIAN CITRUS PSYLLID TRAPPING GUIDELINES FY 2024-25

- 1. Trapping Season
  - a. Year-round Asian citrus psyllid (ACP) detection trapping occurs from October 1 through September 30.
  - b. Winter ACP detection trapping occurs from November 1 through April 30.
- 2. Trapping Locations
  - a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
  - b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
  - c. Conduct commercial trapping in commercial citrus groves only.
  - d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the Citrus Division District Manager prior to placement of these traps for approval.
  - e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.
- 3. Trap Density Traps shall be placed at the following densities. For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.
  - a. Detection traps placed at five to 16 traps per square mile.
    - i. Counties with citrus production in excess of 10,000 acres must place a maximum of 16 traps per square mile in host trees only. Each trapping grid must be divided into 16 subgrids using a four-by-four grid layer.
    - ii. Counties with citrus production between 1,000 and 9,999 acres must place a maximum of nine traps per square mile in host trees only. Each trapping grid must be divided into nine subgrids using a three-by-three grid layer.
    - iii. Counties with citrus production less than 999 acres must place a maximum of five traps per square mile in host trees only. Each trapping grid must be divided into five subgrids using a quint grid layer.
  - b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
  - c. Commercial traps placed at one trap per 40 acres.

- 4. Inspection Frequency (see item 13 below for screening procedure).
  - a. Detection Survey inspect and remove traps monthly for screening.
  - b. Delimitation Survey inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
  - c. Commercial Survey inspect and remove traps every two weeks for screening.
- 5. Trap The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.
- 6. Attractant The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.
- 7. Hosts Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp., and orange jasmine/jessamine. **Do not place traps in non-host trees.**
- 8. Trap Numbering
  - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type ACP and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
  - b. Write the trap number, date of deployment, and trapper's initials on **both** interior non-adhesive sides of the trap body. It is easiest to do this before the trap is opened for deployment.
- 9. Trap Assembly Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).
- 10. Trap Placement and GPS
  - a. Follow the parameters for ACP trap placement in the ITG.
  - b. All sites trapped must have Global Positioning System (GPS) coordinates recorded using North American Datum of 1983 (NAD83) in decimal degrees to 6 digits after the decimal points (e.g., 34.423301, –119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS coordinates of the host on the trap map card. New GPS coordinates must be recorded when traps are relocated or rotated.
- 11. Trap Relocation for Year-Round Detection Program
  - a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet. Note: relocation is not

required for counties that conduct ACP detection only during the winter season (November 1 through April 30).

- b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or a CDFA screening facility (see item 13 below for screening procedure). Record the GPS coordinates of the new site on the trap card.
  - i. Detection Survey Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.
  - ii. Delimitation Survey Relocate in consultation with the Citrus Division District Manager.
  - iii. Commercial Trapping Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.
- 12. Trap Replacement
  - a. Replace traps monthly or with each relocation.
  - b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

# 13. Screening of Traps – All traps removed from the field must be screened for ACP before being discarded.

- a. CDFA maintains screening facilities in Sacramento and Visalia, California for screening (addresses are below). Shipment costs for sending traps will be reimbursed by CDFA.
- b. Boxes sent to a screening facility must have the county written on the outside of the box, to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
- c. Screening facility addresses and contact information:

CDFA Screening Facility 345 E. Tulare Avenue, Suite M Visalia, CA 93277 Attention: Mark Reis Phone: 559-636-7410

CDFA Screening Facility 2710 Gateway Oaks Drive, Suite 210-S Sacramento, CA 95833 Attention: Nilan Watmore Phone: 916-274-6300

- d. Alternately, counties may instead elect to have a qualified county staff member perform the screening, with pre-approval from the Citrus Division District Manager.
- 14. Submitting Specimens for Identification
  - a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
  - b. Immediately contact the Citrus Division District Manager.
  - c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer than 24-hours.
  - d. If the suspect ACP is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
  - e. Mailing address to submit specimens:

Plant Pest Diagnostics Center 3294 Meadowview Road Sacramento, CA 95832

- f. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons submitting this form will need a username and a password.
- g. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at Kyle.Beucke@cdfa.ca.gov prior to sending the suspect specimens, so they can notify the PPDC that specimen are on the way. Include the e-PDR number in this communication.

## **Attachment 1 - Tiering Strategy Checklist**

Start Date:	October 1, 2024
Project Leader:	DONE RULOFSON
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of COUNTY NAME County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

#### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	, Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

#### Part B

Mitigation If Any	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	$\checkmark$
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	$\checkmark$
MP-SPRAY-7: Follow appropriate product storage procedures	$\checkmark$
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	<b>v</b>
MP-GROUND-4: Enforce runoff and drift prevention	••
MP-HAZ-1: Implement a Spill Contingency Plan	1
MP-HAZ-2: Use safety and cleanup materials checklist	1
MP-HAZ-3: Implement decontamination	1
MP-HAZ-4: Follow appropriate disposal procedures	1
Mitigation Measures	· · · · · · · · · · · · · · · · · · ·
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS,	
CDFW and NMFS to identify site-specific buffers and other measures to protect habitats	
utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	1
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before	1
Beginning Proposed Program Activities at a Given Site	v
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials	1
investigations/ remediation for contamination health risks	Ý
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational	,
Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's	<u>,</u>
Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and	
Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as	
Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide	
Applications May Occur in Proximity to Impaired Waterbodies, and Implement	
Appropriate MPs	1

#### Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Adden	supporting documentation for determination, and CEQA dum, as applicable
Step 3		tiered CEQA document, and identify additional requirements hat document

Confirmation of Implementation (following completion of activity)		
Project Leader Name:	Doni Rulofson	
Signature*:	Doru Rulofson	
End Date:	June 30, 2025	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.



## Monthly Detection Activity Report (MDAR) Protocol

#### Reporting Asian citrus psyllid (ACP) trapping activity to the Citrus Pest & Disease Prevention Division (CPDPD)

Please follow the steps below when completing the MDAR. The MDAR must be submitted to CPDPD along with the monthly invoicing no later than 30 days past the end of the month in which the invoiced activity occurred. CPDPD will not pay invoices submitted without the corresponding MDAR.

- 1. Add the county, and month/year for which the MDAR is being submitted.
- 2. Separate ACP detection activity into the following ACP trapping activities:
  - Detection Traps: Traps placed within detection grids and serviced monthly.
  - **Grove Traps:** Traps placed in commercial groves and serviced every two weeks.
  - **Delimitation Traps:** Traps placed in the four grids surrounding an ACP find site. Traps are serviced every week for the first month and serviced monthly thereafter for 11 months after the date of the most recent detection.

<u>Note</u>: For easy tracking, the MDAR pdf file is formulated to automatically calculate the trapping hours (in Reported hours), total reported hours, total traps in operation, and total month hours.

- 3. When filling in the trapping activity, separate the **number of traps** by action:
  - **Placed**: New traps placed in a new location. A trap placed is different than a trap relocation, as a newly placed trap would have been placed in that sub-grid for the first time that season.
  - Serviced: A trap that replaces an old or missing trap.
  - **Relocated**: An old trap is removed from property A and a new trap is placed at property B to take its place or a new trap is placed at property B because the previously placed trap at property A cannot be serviced. Relocated traps should not be counted under the *placed* or *removed* monthly activities.
    - Counties conducting year-round trapping should relocate and replace traps every four to eight weeks to another host at least 500 feet away from the previous site. Counties conducting winter trapping should only relocate traps if servicing becomes unsafe or impracticable.
  - **Removed:** A trap is removed from a host and no new trap was placed/serviced to replace the trap. A trap removal should not be confused with a relocation and should be reported separately. This number will NOT be automatically subtracted from the trap total cell, as it did in the previous MDAR version.
  - Total Detection Traps in Operation / Total Grove Traps in Operation / Total Delimitation Traps in Operation: The sum of all traps in use for a specific month. This number will need to be calculated for every trapping activity, as it will not be automatically populated like in the previous MDAR version. To calculate the total detection/grove/delimitation traps add the traps placed to the total detection/grove/delimitation from the previous month and subtract the traps removed. For example, if the total detection traps in operation for June were 3,000 and in July 50 traps were placed and 25 traps were removed the total detection traps in operation for June would be 3,025.
  - **Detection Trapping Hours / Grove Trapping Hours / Delimitation Trapping Hours**: Number of hours spent by the trappers in each trapping activity during the month.



- 4. The **Reported hours** section will be used to list all ACP trapping activities, including administrative work.
  - **Trapping**: Number of hours spent for all ACP trapping activities during the month. It will be automatically populated using the data previously entered in the sheet.
  - Administrative support: Number of hours spent on administrative activities.
  - **Reporting**: Number of hours spent on completing invoices, MDARs, etc.
  - **Public outreach and contact**: Number of hours spent addressing public inquiries (e.g. correspondences via email, in-person, phone, etc.) related to ACP trapping.
  - Training Staff: Number of hours spent on training new staff working in ACP trapping.
  - **Total reported**: Automatically populated using the data entered in the sheet under reported hours.
- 5. **Trap Commitment Number**: Number of ACP traps serviced by the county as required by the agreement with CPDPD. This number may change during the agreement period if a county adds delimitation traps to their agreement in response to ACP detections.
- 6. Total Miles driven: Number of miles driven for all ACP detection activities during the month.
- 7. Total Traps in Operation / Total Month Hours: Automatically populated using the data entered in the sheet.
- Name your file in this format: Month\_Year\_MDAR\_County and send to Nilan Watmore (<u>Nilan.Watmore@cdfa.ca.go</u>v), Northern District Manager, or Jennifer Willems (<u>Jennifer.Willems@cdfa.ca.gov</u>), Central District Manager.



## Figure 1: Example MDAR for Detection Trapping activities

## California Department of Food and Agriculture Citrus Pest and Disease Prevention Division

## Monthly Detection Activity Report

County	Month/Year
XXXX County	November 2021

Activity	Number		
Yellow Panel Traps - Detection			
Placed	10	traps	
Serviced	40	traps	
Relocated		traps	
Removed	1	traps	
Total of Detection traps in Operation	49	traps	
Detection Trapping Hours	20	hrs	
Yellow Panel Traps - Grove Trapping			
Placed		traps	
Serviced		traps	
Relocated		traps	
Removed		traps	
Total Grove Traps in Operation		traps	
Grove Trapping Hours		hrs	
Yellow Panel Traps - Delimitation			
Placed		traps	
Serviced		traps	
Relocated		traps	
Removed		traps	
Total Delimitation Traps in Operation		traps	
Delimitation Trapping Hours		hrs	
Reported hours			
Trapping hours	20	hrs	
Adminstrative Support	2	hrs	
Reporting	1	hrs	
Public Outreach and Contact	0	hrs	
Training Staff hours	1	hrs	
Total Reported Hours	24	hrs	

Trap Commitment Number	150	traps
Total Miles Driven	200	mi
Total Traps in Operation	49	traps
Total Month Hours	24	hrs

County	Month/Year

Activity	Number
Yellow Panel Traps - Detection	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total of Detection traps in Operation	traps
Detection Trapping Hours	hrs
Yellow Panel Traps - Grove Trapping	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Grove Traps in Operation	traps
Grove Trapping Hours	hrs
Yellow Panel Traps - Delimitation	
Placed	traps
Serviced	traps
Relocated	traps
Removed	traps
Total Delimitation Traps in Operation	traps
Delimitation Trapping Hours	hrs
Reported hours	
Trapping hours	hrs
Adminstrative Support	hrs
Reporting	hrs
Public Outreach and Contact	hrs
Training Staff hours	hrs
Total Reported Hours	hrs

Trap Commitment Number	traps
Total Miles Driven	mi
Total Traps in Operation	traps
Total Month Hours	hrs

	Weekly	Bi-weekly	1x / month
1 mo	4.33	2.17	1.00
2 mo	8.67	4.33	2.00
3 mo	13.00	6.50	3.00
4 mo	17.33	8.67	4.00
5 mo	21.67	10.83	5.00
6 mo	26.00	13.00	6.00
7 mo	30.33	15.17	7.00
8 mo	34.67	17.33	8.00
9 mo	39.00	19.50	9.00
10 mo	43.33	21.67	10.00
11 mo	47.67	23.83	11.00
			10.00
12 mo	52.00	26.00	12.00

## Servicings per Year Table

Formula: Number of months divided by twelve (= fraction of year), multiplied by the number of weeks in a year, divided by the servicing interval (i.e., 52/2 = biweekly servicing).

For example: 8-month/biweekly = 8/12 = .66\*52 = 34.66/2 = 17.33.

2/13/2023

#### California Department of Food and Agriculture

Agreement Name: ACP Detection Agreement Agreement Number: County: Submit Invoice to: ThuyVy Truong (ThuyVy.Truong@cdfa.ca.gov) and zachary.mccormack@cdfa.ca.gov Invoice Number: Billing Period: Submittal Date: Remit Payment to: [Insert County Address]

#### Asian Citrus Psyllid Detection Program

Agreement Number: October 1, 2024 - June 30, 2025 Invoice for Period from [Month, Date, Year]

## **Personnel Services**

Employee Name and Classification	Hours	Rate	Benefits	Total Salaries
	0.00	-	\$0.00	\$0.00
	0.00		\$0.00	\$0.00
	0.00	-	\$0.00	\$0.00
	0.00	-	\$0.00	\$0.00
	0.00	-	\$0.00	\$0.00
	0.00		\$0.00	\$0.00
	0.00	-	\$0.00	\$0.00
	0.00		\$0.00	\$0.00
	0.00 0.00		\$0.00 \$0.00	\$0.00 \$0.00
	0.00		\$0.00 \$0.00	\$0.00 \$0.00
Total Llaura				
Total Hours:	0.00	) =	Total Salaries:	\$0.00
	Total	Personnel Services:	:	\$0.00
Indirect (up	to 25% of	Personnel Services):		\$0.00
	Total F	Personnel Services:		\$0.00
<b>Operating Expenses</b> Supplies Subcontractor Other Items of Expense	Total (	Operating Expenses:	-	\$0.00 \$0.00 \$0.00 \$0.00
Vehicle Usage	Miles	Rate		<b>#</b> 0.00
Vehicle Mileage	0.00	0.670	:	\$0.00
		Total Mileage Cost:		\$0.00
Total Operating Expenses				\$0.00
		Grand Total:	:	\$0.00
		Granu Total.	:	φ0.00
Agreement Amount Billed to Date Balance		\$0.00 \$0.00 \$0.00		

State of California Department of Food and Agriculture Citrus Pest and Disease Prevention Division

County:

TEHAMA

Fiscal Year:

2024-25 October 2024 - June 2025 (9-months)

#### TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

#### TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETENTION												
DETECTION												
DELIMITATION												
			1	1	1		1			1	1	
COMMERCIAL												
		r				r		r	r		r	
		weekly s	ervicings			biweekly	servicings			monthly	servicings	

Trap Type	# of traps	х	serv/year*	=	serv/year/trap
Detection	124	х	6.00	=	744
Detection		х			0
Delimitation		х		=	0
Delimitation		х		=	0
Delimitation		х		=	0
Commercial		х		=	0
		х		=	0
		х		=	0
		х		=	0
		х		=	0
				Total:	744

NOTE: serv/year\*. Insert figure from Servicings per Year sheet

DETECTION:	744	÷	5.00	=	148.80	x 1.1 (10%)	163.68
	(A)		(B)		(C)		(D)
DELIMITATION:	0	÷	0.00	=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
COMMERCIAL:	0	÷	0.00	=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
						TOTAL ·	163 68

A = Servicings/year/trap - calculated electronically.

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

C = Hours/year - calculated electronically.

D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

1/11/24 Form 66-223

#### COUNTY DEPARTMENT OF AGRICULTURE FY 2024-25 Asian Citrus Psyllid (ACP) Trapping Financial Plan

Green = fillable cells to be completed by the County. Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!** Orange = instructions.

TEHAMA

Orange = Instructions.			October 2024 - Ju	ine 2025 (9-months)
A. PERSONNEL				
1. STAFF - Detection Trappers Employee Name	Classification	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1 Jenna Baxter	Ag/W&M Biologist	8.00	15.50	124.00
2 Amber Woolwine	Ag/W&M Biologist	8.00	5.00	40.00
3 New Hire	Ag/W&M Aide	0.00	0.00	0.00
4		0.00	0.00	0.00
5		0.00	0.00	0.00
6		0.00	0.00	0.00
7		0.00	0.00	0.00
8		0.00	0.00	0.00
9		0.00	0.00	0.00
10		0.00	0.00	0.00
11		0.00	0.00	0.00
12		0.00	0.00	0.00
13		0.00	0.00	0.00
14		0.00	0.00	0.00
15		0.00	0.00	0.00
			Subtotal:	164.00

2. SALARIES - Detection Tr	rappers	HOURLY RATE		
		w/o BENEFITS	HOURS	SALARY
1 Jenna Baxter	Ag/W&M Biologist	\$32.42	124.00	\$4,020.00
2 Amber Woolwine	Ag/W&M Biologist	\$34.06	40.00	\$1,362.00
3 New Hire	Ag/W&M Aide	\$19.88	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00
8		\$0.00	0.00	\$0.00
9		\$0.00	0.00	\$0.00
10		\$0.00	0.00	\$0.00
11		\$0.00	0.00	\$0.00
12		\$0.00	0.00	\$0.00
13		\$0.00	0.00	\$0.00
14		\$0.00	0.00	\$0.00
15		\$0.00	0.00	\$0.00
			Subtotal:	\$5,382.00

3. BENEFITS - Detection T	rappers	BENEFIT		BENEFIT
		RATE (%)	SALARY	COST
1 Jenna Baxter	Ag/W&M Biologist	67.0000%	\$4,020.00	\$2,693.00
2 Amber Woolwine	Ag/W&M Biologist	67.0000%	\$1,362.00	\$913.00
3 New Hire	Ag/W&M Aide	67.0000%	\$0.00	\$0.00
4	-	0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
11		0.0000%	\$0.00	\$0.00
12		0.0000%	\$0.00	\$0.00
13		0.0000%	\$0.00	\$0.00
14		0.0000%	\$0.00	\$0.00
15		0.0000%	\$0.00	\$0.00
			Subtotal:	\$3,606.00

#### DETECTION STAFF SUBTOTAL: \$8,988.00

	4. STAFF - Non-Detection Employee Name	Classification	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Maria Vieyra	Office Assistant III	2.00	6.00	12.00
2	Ryan Knight	Deputy Agricultural Commissioner	4.00	8.00	32.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
6			0.00	0.00	0.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
				Subtotal:	44.00

5. SALARIES - Non-Detection	n Staff	HOURLY RATE		
		w/o BENEFITS	HOURS	SALARY
1 Maria Vieyra	Office Assistant III	\$29.99	12.00	\$360.00
2 Ryan Knight	Deputy Agricultural Commissioner	\$50.61	32.00	\$1,620.00
3		\$0.00	0.00	\$0.00
4		\$0.00	0.00	\$0.00
5		\$0.00	0.00	\$0.00
6		\$0.00	0.00	\$0.00
7		\$0.00	0.00	\$0.00

0.00

					\$0.00 \$0.00	0.00 0.00	\$0.00 \$0.00
					\$0.00	0.00	\$0.0
						Subtotal:	\$1,980.0
6. BENEFITS - Non-Detecti	on Staff				BENEFIT		BENEFIT
					RATE (%)	SALARY	COST
Maria Vieyra		ssistant III			67.0000%	\$360.00	\$241.0
Ryan Knight	Deputy	Agricultural Commissioner			67.0000% 0.0000%	\$1,620.00 \$0.00	\$1,085.0 \$0.0
					0.0000%	\$0.00	\$0.0
					0.0000%	\$0.00	\$0.0
					0.0000%	\$0.00	\$0.0
					0.0000%	\$0.00	\$0.0
					0.0000%	\$0.00	\$0.0
					0.0000%	\$0.00 \$0.00	\$0.0 \$0.0
						Subtotal:	\$1,326.0
					NON-DETECTION ST	AFF SUBTOTAL:	\$3,306.0
							OVERHEAD
					SALARIES	BENEFITS	COST
	25.00 % Over	head (Not to exceed 25%)			\$7,362.00	\$4,932.00	\$3,074.0
					TOTAL PER	SONNEL COST :	\$15,368.0
SUPPLIES (Itemized, such a	s: trapping poles, o	ffice supplies, etc.)					
<u>Description</u>						-	CO: \$0.
							\$0.
							\$0.
					7074		\$0.
					IUIAI	SUPPLY COST:	\$0.
SUBCONTRACTOR	TITLE				HOURLY RATE	HOURS	COS \$0.0
							\$0.0
							\$0.0
							\$0.0
					TOTAL SUBCON	RACTOR COST:	\$0.
VEHICLE OPERATIONS			0.011177/				
			COUNTY VEHICLES	NO. OF USAGE	MILEAGE PER VEHICLE	COST PER	
			VEHICLES	MONTHS	PER MONTH	MILE*	COST
			1.00	6.00	400.00	\$0.670	\$1,608.0
			STATE	NO. OF	MILEAGE	COST	
			VEHICLES	USAGE MONTHS	PER VEHICLE PER MONTH	PER MILE*	COST
			0.00	0.00	0.00	\$0.670	\$0.0
		NO. OF		NO. OF	MILEAGE	COST	
		LEASED	COST PER	USAGE	PER VEHICLE	PER	COST
		0.00	0.00	0.00	0.00	<b>MILE*</b> \$0.670	COST \$0.0
OTHER ITEMS OF EXPENSI	E (e.g., communicati	ons. IT services)			VEHICI	E COST TOTAL:	\$1,608.0
		,				_	COS
Description							\$0.
							\$0. \$0.
							\$0.
					тоты	SUPPLY COST:	\$0.
					IUIAI	- 30FFL1 C031.	
					y be applied.		
Description federal audit guidelines, this rate				ts, step increases	ay be applied. s, classification series, fring	e benefits, etc.	\$16 076 A
Description federal audit guidelines, this rate				ts, step increases	y be applied.	e benefits, etc.	\$16,976.0

## E-Contract Review Approval as to Form

Department Name: Agriculture

Vendor Name: California Department of Food and Agriculture

Contract Description: For the provision of Asian Citrus Psyllid detection trapping

APPROVED AS TO FORM:

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel Date: 09/10/2024



**Tehama County** 

Agenda Request Form

File #: 24-1674

Agenda Date: 10/8/2024

Agenda #: 4.

### **HEALTH SERVICES AGENCY / ADMINISTRATION**

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairperson to sign the Agreement to Sell Customer Vehicles with Enterprise Fleet Management for the sale of County owned vehicles, effective 8/22/24

b) AGREEMENT - Request approval and authorization for the Chairperson to sign the Consignment Auction Agreement with Enterprise Fleet Management for the sale of County owned vehicles, effective 8/22/24

#### Financial Impact:

Fees will be covered with State and Federal allocations, Realignment and/or grant dollars. There is no impact to the General Fund. Additionally, the net equity from the resale of the vehicles after the end of the first lease period will be used to reduce future lease payments.

#### Background Information:

On 12/17/2019, the Board of Supervisors approved the agreements with Enterprise Fleet Management for the purpose of leasing vehicles. One of the agreements approved was Misc. Agreement #2019-376, which was a Consignment Agreement for the sale of County Owned vehicles. The County has several owned vehicles that will need to be traded-in due to age and wear and tear. The fees for each vehicle being traded-in to sell and/or auctioned off on behalf of the County have increased from \$300 to \$450.



#### **CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and <u>COUNTY OF TEHAMA</u> (hereinafter referred to as "CUSTOMER") on this <u>22nd</u> day of <u>August</u> <u>2024</u> (hereinafter referred to as the "Execution Date").

#### **RECITALS**

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of <u>COUNTY OF TEHAMA</u>

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### **TERMS AND CONDITIONS**

1. <u>Right to Sell</u>: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. <u>Power of Attorney</u>: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. <u>Assignments</u>: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. <u>Service Fee</u>: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$\_450.00 ("Service Fee") plus towing at prevailing rates.

5. <u>Sales Process</u>: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. <u>Indemnification and Hold Harmless</u>: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. <u>Odometer</u>: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. <u>Compliance with Laws</u>: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. <u>Insurance</u>: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. <u>Liability Limit</u>: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. <u>Attorney's Fees</u>: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature:	Signature:
Printed Name: Krystle Mertens	Printed Name:
Title: Finance Manager	Title:
Date Signed:,,	Date Signed:,,



#### AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and <u>COUNTY OF TEHAMA</u> (hereinafter referred to as "CUSTOMER"), on the other hand on this <u>22ND</u> day of <u>AUGUST</u>, <u>2024</u> (hereinafter referred to as the "Execution Date").

#### RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### TERMS AND CONDITIONS

1. <u>Right to Sell</u>: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. <u>Additional Documentation</u>: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. <u>Service Fee</u>: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\_450.00 or the maximum permitted by law ("Service Fee").

4. <u>Sales Process</u>: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

#### 5. <u>Time for Payment</u>:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. <u>Indemnification and Hold Harmless</u>: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. <u>Risk of Loss</u>: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. <u>Odometer</u>: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulate sales proceeds, if any.

11. <u>Compliance with Laws</u>: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. <u>Insurance</u>: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. <u>Liability Limit</u>: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. <u>Attorney's Fees</u>: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. <u>Independent Contractor</u>: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. <u>Unsold Vehicles</u>: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	,	"CUSTOMER"
Signature:		Signature:
Printed Name:	Krystle Mertens	Printed Name:
Title:	Finance Manager	Title:
Date Signed:	,	Date Signed:

#### Schedule 1

Enterprise Leasing Company of STL, LLC Enterprise Leasing Company of Georgia, LLC Enterprise Leasing Company of Florida, LLC Enterprise Leasing Company of KS LLC EAN Holdings, LLC Enterprise Leasing Company of Orlando, LLC Enterprise Leasing Company of Indianapolis, LLC Enterprise Rent-A-Car Company of Boston, LLC Enterprise Leasing Company of Denver, LLC Enterprise Leasing Company of Chicago, LLC Enterprise RAC Company of Maryland, LLC Enterprise Leasing Company of Philadelphia, LLC Enterprise RAC Company of Baltimore, LLC Enterprise Leasing Company of Minnesota, LLC Enterprise Leasing Company of Detroit, LLC Enterprise Leasing Co of Norfolk/ Richmond, LLC Enterprise Rent-A-Car Co of San Francisco, LLC ELRAC, LLC SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC Enterprise Rent-A-Car Company of Los Angeles, LLC Enterprise RAC Company of Cincinnati, LLC CLERAC, LLC Enterprise Rent-A-Car Company of Pittsburgh, LLC Enterprise Rent-A-Car Company of Wisconsin, LLC Enterprise Rent-A-Car Company of UT, LLC CAMRAC, LLC Enterprise Rent-A-Car Company of Rhode Island, LLC Enterprise Leasing Company of Phoenix, LLC Enterprise Leasing Company- Southeast, LLC Enterprise Leasing Company- West, LLC Enterprise Leasing Company- South Central, LLC PENRAC, LLC Enterprise Rent-A-Car Company of KY, LLC Enterprise Rent-A-Car Company - Midwest, LLC Enterprise RAC Company of Montana/Wyoming, LLC

## E-Contract Review Approval as to Form

Department Name: Health Services Agency

Vendor Name: Enterprise Fleet Management

Contract Description: For the purpose of sell and consignment of leased vehicle fleet

APPROVED AS TO FORM:

Date: 09/24/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



Agenda Request Form

File #: 24-1548

Agenda Date: 10/8/2024

Agenda #: 5.

## LIBRARY

### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair to sign the Lease Agreement with the Nagos Family Revocable Trust of December, 1990, for lease of the Los Molinos Branch of the Tehama County Library in the amount of \$675 per month, with maximum compensation not to exceed \$8,100 per year, effective 10/1/24 and shall terminate 9/30/27

## Financial Impact:

Funding for this lease is included in the FY 2024-25 budget.

## Background Information:

The Library has been leasing this space for the Los Molinos Branch with the Nagos Family Trust for more than 20 years. Previously, this has been a one-year lease with a one-year option to extend but given the increase in usage\* and popularity of new programming at that branch, County Librarian is recommending increasing the lease to three years with a three-year option to extend.

The Nagos Family Trust is agreeable to moving to a three-year lease without an increase in rent, which provides budget stability for maintaining this branch location. Additionally, the Nagos Family Trust is willing to offer a discount of \$25 per month if a single full year is paid in advance. If exercised, this would result in a savings to the Library's budget of \$300, but also save staff time in processing monthly payments.

\* Summer Reading Data:

- FY22-23: total of 17 youth in attendance over six weeks (one to six youth per week; average of 2.83 per week)

- FY23-24: total of 147 youth in attendance over 10 weeks (5 to 38 youth per week; average of 14.7 per week)

#### LEASE AGREEMENT BETWEEN COUNTY OF TEHAMA AND THE NAGOS FAMILY REVOCABLE TRUST OF DECEMBER, 1990

#### General Provisions and Definitions:

This lease is made and entered into by and between The Nagos Family Revocable Trust of December, 1990 referred to herein as "Lessor," and the County of Tehama, referred to herein as "Lessee."

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property and improvements referred to herein as the "Premises."

"Premises" as used herein shall refer to the real property, as depicted on Exhibit "A," attached hereto and incorporated herein, located at:

 Los Molinos Library - 7881 Highway 99E, Los Molinos, California, described as a portion of "Parcel One of Parcel Map #82-13 as recorded January 25, 1983 in Book Seven (7) of Parcel Maps. At page One Hundred Sixty 160), Official Records of Tehama County, California," consisting of approximately 1800 ft.<sup>2</sup> of the Los Molinos Shopping Center building, and non-exclusive use of the associated common areas and parking areas, to be used as the Los Molinos Branch of the Tehama County Library. APN: 078-171-018.

#### ARTICLE 1. TERM OF LEASE

<u>Section 1.01 – Original Term:</u> This lease shall be for an "Original Term" of three (3) years, commencing at 12:01 a.m. on October 1, 2024 (the "Commencement Date"), and ending at 11:59 p.m. on September 30, 2027, unless terminated earlier pursuant to the provisions of this lease.

<u>Section 1.02 – Additional Term</u>: In addition to such Original Term, LESSEE'S Board of Supervisors shall have the option and right to renew the Original Term of this lease for a period of three (3) years, commencing upon expiration of the Original Term. If Lessee elects to extend the term of this lease, Lessee must give Lessor written notice of Lessee's election to extend not less than thirty (30) days before the end of the Original Term, unless waived by Lessor. During the Extended Term(s) of this lease, if any, LESSOR and LESSEE shall be bound by all of the obligations, covenants, agreements, and conditions of this lease. References throughout this lease to "the term of this lease" shall include both the Original Term and the Extended Term, if any, unless otherwise indicated.

<u>Section 1.03 – Holding Over</u>: In the event Lessee holds over and continues in possession of the Premises after expiration of the Original Term (when Lessee has not validly exercised its option to extend the term of the lease in accordance with Section 1.02) or after expiration of the Extended Term (when Lessee has validly exercised its option to extend the term of the lease in accordance with Section 1.02), Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of the Original Term of this lease, or any additional term as applicable.

#### **ARTICLE 2. RENT**

<u>Section 2.01 – Monthly Rent:</u> Lessee agrees to pay to Lessor a fixed Monthly Rental Sum for the use and occupancy of the Premises, as set forth below:

- (a) Lessee shall pay to lessor the Monthly Rental Sum in the amount of \$575.00. Such fee shall be prorated for any partial month(s) during the term of this Agreement [\$575 / 30 days = \$19.17 per day].
- (b) Lessee shall pay to lessor a monthly repayment for air conditioner repairs of \$100 per month.
- (c) Rent shall be paid by check, cashier's check, or money order payable to Lessor in advance on or before the first day of each month during the term of this Agreement. Payment will be made to The Nagos Family Trust, 200 Tonea Way, Chico CA 95973.
- (d) Payment shall be delivered personally or by mail to Lessor at the address specified in Section 11.02, or at any other place(s) as Lessor may from time to time designate by written notice delivered at least 72 hours in advance to Lessee.
- (e) Lessee may prepay one year (12 months) at a discounted rate of \$550 Monthly Rental Sum plus \$100 air conditioner repairs, for a total of \$7,800.
- (f) The Maximum Compensation payable hereunder is \$8,100.00.

#### ARTICLE 3. USE OF PREMISES / COMMON AREAS

<u>Section 3.01 – Permitted Use</u>: During the term of this Lease, the Premises may be used by Lessee for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, Lessee may use the Premises to operate any and all permissible functions of the Tehama County Library and related activities.

<u>Section 3.02 – Waste or Nuisance</u>: Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

<u>Section 3.03 – Compliance with Laws</u>: Lessor and Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal.

#### ARTICLE 4. UTILITIES / JANITORIAL AND TAXES

<u>Section 4.01 – Utilities</u>: Lessee shall pay all utility costs for electricity, telephone, gas, sewer, water, garbage pickup and disposal, and other public utilities for the portion of the Premises devoted to Lessee's exclusive use during the term of this lease, including the months Lessor waives payment of rent. All such charges shall be paid by Lessee directly to the providers of the services and shall be paid as they become due and payable, but in any event, before delinquency. Lessor shall be solely responsible for all utility costs for the parking areas and common areas of the Los Molinos Shopping Center.

<u>Section 4.02 – Real Property Taxes</u>: All real property taxes and assessments levied or assessed against the Premises by a governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises shall be paid, before they come delinquent, by Lessor.

#### **ARTICLE 5. ALTERATIONS AND REPAIRS**

<u>Section 5.01 – Condition of Premises</u>: Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use.

<u>Section 5.02 – Maintenance by Lessor</u>: Lessor shall be responsible for all non-basic maintenance, repair and upkeep of the entire Premises, including without limitation, the parking lot, grounds, building and improvements, and equipment and fixtures attached thereto (except for improvements, and equipment and fixtures installed by Lessee.) Such responsibility shall include, without limitation, the following:

- (a) The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof; and
- (b) The exposed and unexposed electrical, plumbing, and sewage systems, including without limitation, those portions of the systems lying outside the Premises. Notwithstanding the foregoing, it shall be the responsibility of Lessee to unclog the sewer lines or pump the septic tank when a stoppage is caused solely by flushing any material other than bathroom tissue by Lessee, employees, or invitees; and
- (c) Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located. Notwithstanding the foregoing, it shall be the responsibility of Lessee to replace broken windows when such breakage is caused for any reason other than by Lessor or Lessor's agent; and
- (d) Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises, except as provided in Section 5.04;
- (e) Landscape maintenance and parking lot maintenance including drainage, except as provided in Section 5.04; and
- (f) Carpet and flooring.

In case of emergency, Lessor will immediately make appropriate repairs under this Section 5.02 to protect persons and property. If Lessor does not take the necessary steps, Lessee will have the right to repair or contract to repair and to be reimbursed by Lessor. If the full about of the reimbursement is not delivered by Lessor to Lessee within 10 calendar days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment. As used herein, "emergency: shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, Lessor will make all repairs as soon as possible. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after date of notice, Lessee will have the right to repair or contract to repair and be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment.

<u>Section 5.03 – Prevailing Wage</u>: Lessor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

"maintenance" projects. If any work that is the responsibility of Lessor under this Lease is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Lessor agrees to fully comply with and to require its contractors and subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, Lessee will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Lessor shall defend, indemnify and hold the Lessee, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Lessor or its contractors or subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Lessor specifically acknowledges that Lessee has not affirmatively represented to Lessor in writing, in any call for bids, or otherwise, that any work described in this Lease was not a "public work." To the fullest extent permitted by law, Lessor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Lessor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Lessor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Lessor acknowledges that such project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<u>Section 5.04 – Maintenance by Lessee</u>: Except as indicated in Sections 5.02, 5.05, 5.06, 7.01, and 7.03 Lessee agrees to:

- (a) Be responsible for all basic non-structural maintenance, repair, and upkeep of the entire Premises, such as light bulbs, carpet cleaning, restroom cleaning, etc., normal wear and tear excepted, including any alterations and/or improvements made pursuant to Sections 5.05 and/or 5.06; and
- (b) Routine basic HVAC maintenance, e.g., changing filters; and
- (c) Keep the front of the Premises neat and clean; and
- (d) Keep the Premises clean and sanitary and in good repair and upon termination of the tenancy, to return the premises to Lessor in a condition substantially similar to that which existed, when Lessee took occupancy, except for ordinary wear and tear, and providing Lessee shall not be responsible for repairing or replacing any carpeting; and
- (e) Immediately notify Lessor of any defects or dangerous conditions in and about the Premises of which lessee becomes aware.

<u>Section 5.05 – Alterations/Liens</u>: Except as indicated in Section 5.06, Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished or operations conducted on the Premises at the

instance or request of Lessee. Upon termination of the lease, Lessee may leave such modification on the premises as property of the Lessor.

<u>Section 5.06 – Improvements by Lessee</u>: Lessee may make any and all improvements and/or alterations to the Premises that are reasonably necessary to establish a library. Such improvements shall be made at Lessee's sole discretion. Lessee shall make any such improvements in compliance with all applicable laws and at Lessee's sole cost and expense. Lessee shall inform Lessor of any such improvements and/or alterations to the Premises prior to commencement of such work.

<u>Section 5.06 – Entry by Lessor</u>: Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, repairs required of Lessor, inspection to assure that Lessee is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this lease.

<u>Section 5.07 – Surrender of Premises</u>: On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear and repairs required to be made by Lessor under this lease, and providing Lessee shall not be responsible for repairing or replacing any carpeting.

<u>Section 5.08 – Parking</u>: Lessee's staff, clients, guests and invitees shall be permitted to park anywhere within the Los Molinos Shopping Center parking lot without restriction. During daytime hours, County employees are encouraged to park behind the Los Molinos Shopping Center building in order to allow patrons to use the parking area in front of the building. At least one (1) parking spot behind the Los Molinos Shopping Center building shall be designated for use by the Lessee.

#### ARTICLE 6. INDEMNITY AND INSURANCE

<u>Section 6.01 – Lessor Indemnification</u>: Lessee shall hold Lessor harmless for all damages to any person or property occurring in, on or about the Premises and arising out of Lessee's use and occupation of said Premises, except that Lessor shall be liable to Lessee and shall hold Lessee harmless for damage resulting from the acts or omissions of Lessor or its authorized representatives.

<u>Section 6.02 – Lessee Public Liability Insurance</u>: Lessee at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with Lessee's use or occupancy of the premises, with a single combined limit of not less than one million dollars (\$1,000,000.00).

<u>Section 6.03 – Lessor's Property Insurance</u>: Lessor shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value.

<u>Section 6.04 – Release and Waiver of Subrogation</u>: Lessor hereby releases Lessee and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of Lessor about the Premises that are caused by or result from risks insured against under any insurance policies carried by Lessor. Lessor further agrees that Lessee shall not be liable to Lessor for any damage caused by fire or any of the risks insured against under any insurance policy and Lessor shall cause each insurance policy obtained by it to provide

that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any covered damage.

<u>Section 6.05 – Authorization to Insurance Companies to Release Information</u>: By its signature to this lease, Lessee hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to Lessor any and all information concerning the nature and extent of such insurance coverage.

#### ARTICLE 7. SIGNS AND TRADE FIXTURES

<u>Section 7.01 – Installation and Removal of Trade Fixtures</u>: Without limiting section 5.06, Lessee shall have the right at any time and from time to time during the term of this lease, at Lessee's sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. Lessor's right of pre-approval as previously stated in this Agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

<u>Section 7.02 – Unremoved Trade Fixtures</u>: Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5.05 shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that such additions or fixtures be removed by Lessee, and a written demand by Lesser to Lessee within thirty (30) days of lease termination shall require Lessee to remove and repair.

<u>Section 7.03 – Signs</u>: Subject to Lessor's approval, Lessee may erect, maintain, permit and from time to time remove any signs in, on or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction. Lessor's right of pre-approval as previously stated in this Agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

#### ARTICLE 8. DESTRUCTION OF PREMISES

<u>Section 8.01 – Lessor's Obligation to Repair</u>: Except as otherwise provided in Section 8.02 below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to Lessee at the commencement of this lease (i.e., exclusive of Lessee fixtures and equipment). Lessor shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to Lessor are sufficient to cover the total cost of repair, restoration or rebuilding. Lessor shall commence repair, restoration or rebuilding, as appropriate, not later than fifteen (15) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than sixty (60) days after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section of the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period.

<u>Section 8.02 – Lessor's Right to Terminate Lease</u>: Notwithstanding Section 8.01, Lessor shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

(a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8.01.

- (b) Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of twenty-five percent (25%) of the then-replacement cost of the building.
- (c) Damage or destruction from an uninsured casualty occurring during the last two (2) months of the Term of this lease.

If Lessor elects to terminate this lease under any of the above circumstances, Lessor shall give written notice to Lessee no later than thirty (30) days after occurrence of the casualty.

<u>Section 8.03 – Abatement of Rent</u>: If damage or destruction to the Premises renders the operation of Lessee's business at the Premises impossible and Lessee, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which Lessor is required to perform repairs or restoration, or to rebuild. In the event Lessee is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the reduction of square footage used by Lessee.

## ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 9.01 – Restriction Against Subletting or Assignment: Except as provided herein, Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Premises or parts of the Premises shall not be unreasonably withheld. Notwithstanding any other provision of this lease, Lessee may, in Lessee's sole discretion, sublet any portion of the Premises to a non-profit organization selected by Lessee to use and occupy for uses set forth herein.

<u>Section 9.02 – Default:</u> If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 (ten) working days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 30 (thirty) days thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this lease on not less than 30 (thirty) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

<u>Section 9.03 – Termination of lease:</u> Lessee may terminate this lease without cause upon thirty (30) days' written notice. Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate or allocate sufficient funds for this lease in any fiscal year or reduces any

such appropriation or allocation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

<u>Section 9.04 – Waiver of Breach</u>: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this lease.

<u>Section 9.05 – Lessor's Failure to Deliver Possession</u>: If Lessor is unable to deliver possession of the Premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the Premises, Lessee will have the right to terminate the Agreement upon proper notice as required by law. In such event, Lessor's liability to Lessee will be limited to the return of all sums previously paid by Lessee to Lessor.

#### ARTICLE 10. MISCELLANEOUS

<u>Section 10.01 – Force Majeure—Unavoidable Delays</u>: If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay; and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

<u>Section 10.02 – Notices</u>: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

Lessor	Lessee
The Nagos Family Trust	Tehama County Library
200 Tonea Way	545 Diamond Ave.
Chico, CA 95973	Red Bluff, CA 96080
	(530) 527-0604

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

<u>Section 10.03 – Binding on Heirs and Successors</u>: This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Section 11.01 of this lease.

<u>Section 10.04 – Partial Invalidity</u>: If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

<u>Section 10.05 – Sole and Only Agreement/Modification</u>: This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease; and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting

the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

The terms of this Agreement may not be modified by oral agreement. No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

<u>Section 10.06 – Time of Essence</u>: Time is expressly declared to be of the essence by both parties.

<u>Section 10.07 – Use of Gender/Plural/Person</u>: In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word "person" includes corporation, partnership, firm, or association wherever the context requires.

<u>Section 10.08 – Law and Venue</u>: This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this Agreement shall be in Tehama County, California.

<u>Section 10.09 – Authority</u>: Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

The County's right to enter into and/or terminate this Agreement may be exercised by the County Librarian or Purchasing Agent.

EXECUTED AT RED BLUFF, CALIFORNIA.

#### LESSORS:

EXECUTED ON \_\_\_\_\_\_ by Lessor.

Tom Nagos and/or Vicki Nagos Shadd as Trustee(s) of The Nagos Family Trust

#### LESSEE:

EXECUTED ON \_\_\_\_\_ by Lessee.

John Leach, Chairperson Tehama County Board of Supervisors

## <u>Exhibit A</u>

## Library - APN: 078-171-018





Library – 7881 Highway 99E, Los Molinos, CA

Page **10** of **10** 

## E-Contract Review Approval as to Form

Department Name: Library

Vendor Name: Nagos Family Revocable Trust of December 1990

Contract Description: For the lease of the Los Molinos Branch of the Tehama County Library

APPROVED AS TO FORM:

Date: 09/10/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



Agenda Request Form

File #: 24-1683

Agenda Date: 10/8/2024

Agenda #: 6.

## LIBRARY

### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the County Librarian to sign Memorandum of Understanding (MOU) with Quality Counts North State (QCNS) for the purpose of supporting quality improvement efforts through mentor services, professional development and allocation funding; and accept funds in an amount to be determined based on criteria met but anticipated to be \$3,000, effective 7/1/24 through 6/30/25

## Financial Impact:

There is no financial impact as miscellaneous revenue was included in the FY 2024-25 budget, and these funds will be used to offset budgeted expenditures.

## **Background Information:**

Quality Counts North State (QCNS) is a consortium of six northern California counties participating in Quality Counts California. The purpose of this MOU is to establish the terms and conditions under which QCNS will support Tehama County Library's quality improvement efforts through mentor services, professional development, and quality allocation funding, specifically related to Youth Services programming.



# Quality Counts North State Memorandum of Understanding

Quality Counts North State (QCNS) is a consortium of six northern California counties participating in Quality Counts California. The six counties participating as QCNS are Glenn, Lassen, Modoc, Shasta, Tehama, and Trinity.

This Memorandum of Understanding, herein referred to as "MOU", is entered into by and between the Shasta County Office of Education (SCOE), the Shasta Children and Families Commission doing business as dba First 5 Shasta (F5S), co-administrators of QCNS, and the participating early care and education (ECE) program, herein referred to as Agency, effective as of the date of signature on the last page of this document.

#### Purpose:

The purpose of this MOU is to establish the terms and conditions under which QCNS will support the Agency quality improvement efforts through mentor services, professional development, and quality allocation funding. An Agency may have one or more sites participate in QCNS. Each site will receive mentor coaching support and quality allocation funding based on (1) site setting type (2) Certified Tier Rating or estimated Tier Rating (3) level of participation and completion of requirements.

This MOU outlines the responsibilities of the Agency and QCNS. The Agency will be offered support and guidance in the quality improvement process of their ECE program.

The Agency is responsible for meeting the requirements of this MOU. If requirements are not met, it may result in the Agency's loss of Quality Counts North State participation privileges.

#### I. <u>Agency Responsibilities</u>:

- A. Within 30 calendar days of signing this MOU, complete and submit to the QCNS Local Coordinator within your county, the following documents:
  - i. IRS Form W-9, Request for Taxpayer Identification Number and Certification and update as when any information on the W-9 changes, Failure to provide a corrected W-9 with a current mailing address to F5S will result in a \$25 fee to reissue funding. The fee will be deducted from the Agency's allocation.
  - ii. Community Care Licensing (CCL) documentation as requested;
- B. Report CCL licensing violations within 7 calendar days of receiving the violation to your QCNS Coach and Local Coordinator. CCL violations to be reported are as follows:
  - i. License Revocation Action
  - ii. License Suspension
  - iii. License Probation
  - iv. Type A Citations
  - v. Type B Citations

Failure to communicate these CCL violations may result in the Agency being dropped from QCNS.

- C. Inform QCNS of any staff, program, or licensing changes within 30 calendar days of occurrence;
- D. Comply with the data sharing requirements set forth in this MOU, including but not limited to:
  - i. Provide updated program data as requested to be stored in Hubbe,
  - ii. If the Agency has access to the Hubbe Data System, the Agency will:
    - a) Maintain current Agency, site, and participating staff names and email addresses in Hubbe,
    - b) Enter demographic data on children served at each site and complete the Common Data File (CDF) Wizard annually before May 30th,
    - c) Agency program director, lead teacher and site administrators must create accounts with the California Early Child Care and Education Workforce Registry (the Workforce Registry),
    - d) Enter Workforce Registry identification numbers into Hubbe for program directors, lead teachers and site administrators;
- E. Engage in improvement activities in accordance with the QCNS Continuous Quality Improvement Participation Framework (CQI Participation Framework), attached and incorporated herein as EXHIBIT A, and/or the Quality Counts California Quality Continuum Framework and Quality Counts California Implementation Guide (EXHIBIT D);
- F. Sites that are funded through California State Preschool Program (CSPP), General Child Care and Development (CCTR), and Family Child Care Home Educator Network (FCCHEN or CCFC) are required to be rated.
- G. Agency will develop and maintain a rating portfolio for CSPP, CCTR, and FCCHEN-funded sites as identified in the Quality Counts California Quality Continuum Framework and Implementation Guide to obtain a Certified Tier Rating. Sites estimated at Tier 4 or 5 will be rated by QCNS according to the Quality Counts California Quality Continuum Framework and Implementation Guide to obtain a Certified Tier Rating. An estimated Tier Rating will be completed by QCNS until a Certified Tier Rating can be completed. Certified Tier Ratings are valid for two to five years depending on previous Certified Tier Rating;
- H. The Agency with sites that are required to be rated will provide copies of required rating documentation which may include but is not limited to; program policies, proof of staff education (transcripts, permits etc.), professional development documentation and assessment reports, and/or proof of completion;
- I. Comply with assessment protocols when necessary;
- J. Meet with their designated mentor coach a minimum of four times during the Agency program operation year, and adhere to agreed-upon meeting times;
- K. Work with a mentor coach to develop and implement a minimum of 3 Quality Improvement Plans (QIP) annually. At least one QIP must focus on inclusion. Early Childhood Inclusion embodies the values, policies, and practices that support the right of every infant and young child and his or her family, regardless of ability, to participate in a broad range of activities and contexts as full members of families, communities, and society
- L. Maintain copies of completed training and certifications;
- M. Head Start programs will provide mentor coaching services through an internal coach within their agency. Head Start coaches are required to fulfill the coaching requirements outlined in section III. Responsibilities of QCNS under B.vii.
- II. Agency Funding Requirements

- A. Agency will retain QCNS documentation, including but not limited to receipts/invoices, packing slips, and QCNS forms for five years and make them available in the event of an audit. Agency will be responsible for all costs and penalties assessed if these documents are not produced upon request;
- B. Funding Requirements:
  - i. Agency must fulfill all contractual obligations to be eligible for funding;
  - Agency must participate in the minimum requirements of coaching, Community of Practice/playgroups, Quality Improvement Plans, and professional development (see Earned Allocation Criterion below for specific requirements Section III.G);
  - iii. Agency will complete and submit to their county's Local Coordinator a completed QCNS MOU, annually;
  - iv. Agency will update Hubbe or provide updates to the Local Coordinator to reflect current contact, site, and agency information. Additional funding will not be issued until proper documentation is received. If required documentation is not received by the dates outlined in Funding Schedule below, Agency will not receive year-end funding;
  - v. Annual allocation funds must be obligated in the fiscal year in which it is received;
  - vi. Agency with site(s) that participate for a portion of the year may receive a partial allocation. Agency with site(s) new to QCNS anytime during the fiscal year must submit a

funding request by May 30<sup>th</sup> to be eligible to receive the partial allocation;

- vii. CSPP, CCFC, and CCTR sites with a Certified Tier 4 or 5 rating according to the Quality Counts California Rating Matrix and Implementation Guide will be funded by a CSPP site Block Grant for their allocation;
- viii. QCNS participating Agencies caring for families receiving childcare subsidies are eligible to participate in the Workforce Development Pathways Grant;
- ix. Agency staff may utilize educational scholarships if funding is available and eligibility requirements are met;
- x. An agency may participate in the Master Teacher program to receive an individual stipend if eligibility requirements are met;
- xi. Agency expenditures may not include consumables (i.e. food, diapers, paper, and paint).
- xii. All travel must follow State of California Travel Guidelines. Any out-of-state travel must be approved by Quality Counts California in advance.

	FUNDING SCHEDULE
Program Evaluation Done By:	Allocation Type
September 30	Initial Participation Allocation
May 30	Year-End Allocation + Bonus Allocation* (if applicable)

The Agency's participating site(s) will be required to show proof of progress and/or of completion work within their CQI Participation Framework before the Year-End allocation will be issued. The mentor coach assigned to the site will evaluate the site's program work and goals by May 30<sup>th</sup>.

\*If funding allows, participating sites under the Agency will be eligible to receive a bonus allocation upon the completion of extra QIPs and COP meetings (or the equivalent) at the end of the fiscal year. If funding is available, the Agency's participating site(s) will receive the bonus allocation after all site(s) Year-End allocations have been processed.

#### III. <u>Responsibilities of QCNS</u>:

- A. QCNS will designate a Local QCNS Coordinator in each county to support the Agency in QCNS program administration, including but not limited to:
  - i. Hubbe support;
  - ii. program participation, allocation approval, rating portfolio development, contracts, and MOUs.
- B. QCNS will utilize the Hubbe to document and track:
  - i. Agency information, including director and staff names and emails;
  - ii. Quality Improvement Plans (QIPs);
  - iii. Coach Logs;
  - iv. Community of Practice (COP) meetings and training;
  - v. Completed assessments;
  - vi. Certified Tier Rating and/or estimated Tier Rating, and QCNS funding information as it pertains to participation;
  - vii. QCNS will provide basic coaching services to all sites to support the Agency in quality improvement efforts. Basic coaching is provided by a QCNS mentor coach or a contracted mentor coach. Coaching occurs only during the months the site is in operation. Visits may be rescheduled by either party due to unforeseen circumstances. The mentor coach will document each visit as a Coach Log and goals as Quality Improvement Plans (QIP) in Hubbe. The mentor coach will utilize the CQI Participation Framework (EXHIBIT A) to reference the Agency's participating site goals and requirements. Basic mentor coaching may include support and/or resources on the following topics:
    - a) goal development;
    - b) school readiness;
    - c) social-emotional development;
    - d) effective teacher-child interactions;
    - e) environment;
    - f) health, nutrition, and physical activity;
    - g) professional development (PD);
    - h) family engagement.
- C. Each site setting type outlined in the CQI Participation Framework will receive:
  - i. A minimum of four basic coaching visits per program year as described in Section III.B.vii above,
  - ii. site allocation funding as described below in Earned Allocation Criterion.
- D. Sites may request QCNS complete environmental assessment (ECERS-R, ITERS-R, FCCERS-R, or Inclusive Classroom Profile) and/or teacher-child interaction assessments (CLASS). The completed assessments will be entered and available in Hubbe.

- E. QCNS may provide additional coaching services, professional development, and/or materials with Agency quality allocation funding upon request.
- F. QCNS will provide Hubbe support (Data Technician) and may manage Hubbe information and data input. The Local Coordinator will assist Family Friend and Neighbor (FFN) and Alternative site settings with inputting information into Hubbe.
- G.

QUA	QUALITY COUNTS NORTH STATE						
EARN	EARNED ALLOCATION CRITERION				<b>N</b>	He	WATER THE
SITE TYPE	INITIAL ALLOCATION	4 COACHING SESSIONS	3 QIPS	2 CoPs	2 PLAYGROUPS	PROFESSIONAL DEVELOPMENT	*ANNUAL TOTAL
Family Child Care Home (FCCH)	\$500	\$250	\$250	\$250	$\otimes$	\$250 (21 Hours)	\$1,500
Center Based	\$500	\$250	\$250	\$250	$\otimes$	\$250 (21 Hours)	\$1,500
Alternative Setting	\$500	\$125	\$125	$\otimes$	\$125	\$125 (10 Hours)	\$1,000
Family, Friend, & Neighbor (FFN)	\$500	\$125	\$125	$\otimes$	\$125	\$125 (10 Hours)	\$1,000

\* The Total Quality Allocation per ECE site, per year is earned by completing the earned allocation criterion listed above. Incomplete criteria will result in a reduction of the site's earned allocation. (e.g. A site that does not attend any CoPs will not receive the \$250 resulting in an annual allocation total of \$1,250 instead of \$1,500.)

PLEASE NOTE: These are the minimum requirements and each must be met to earn the allocation funding associated with the listed criteria.

Initial Allocations are issued upon fully completed and signed QCNS MOU and W-9

QIPs-Quality Improvement Plans
 CoPs-Community of Practice

Last Updated: 7/12/23

#### IV. Data Sharing

- A. QCNS collects, aggregates, and analyzes education data to promote continuous quality improvement activities. To that end, the Agency will share data relevant to QCNS to be considered an active participant. QCNS encourages the use of valid, reliable, and/or evidence-based tools such as the Ages and Stages Questionnaire (ASQ-3) and/or Ages and Stages Questionnaire Social Emotional (ASQ-SE2), the Desired Results Developmental Profile (DRDP), Classroom Assessment Scoring System (CLASS), and Environment Rating Scales (ERS) as screening tools designed to show children's academic and social-emotional development. The information collected will be for regional data reporting to Quality Counts California (QCC) through the Common Data File (CDF), fulfilling grant requirements, planning professional development activities, and sharing with the Registry.
- B. QCNS Agency data in Hubbe may include all applicable CDF elements including but not limited to: program staff and licensing information; languages spoken; DRDP evidence; program funding sources; number of children served. Other data elements in Hubbe may include, staff education details; CLASS scores; ERS assessment data; and child to adult ratios.
- C. Data from the Registry will be shared with QCNS via an automated upload from an export file, formatted and aligned with QRIS System fields, see EXHIBIT C, through a secure intermediary

server, to populate staff qualification fields in Hubbe. The automated process will occur nightly using secure data-sharing protocols and processes.

D. QCNS will post certified tiered ratings for Agencies that are required by QCC to be posted publicly. For Agencies that are not required to have ratings posted, QCNS will publicly post Agency ratings only when requested by the Agency. If applicable, the Agency will obtain written permission for child data sharing from program-enrolled parents with children who are enrolled in a QCNS participating site.

#### V. <u>Confidentiality</u>

- A. The Agency and QCNS will maintain the confidentiality of all data exchanged as part of this MOU. The confidentiality requirements in this MOU shall survive the termination or expiration of the MOU or any subsequent MOU intended to supersede this MOU. To ensure the continued confidentiality and security of data processed, stored, or transmitted under this MOU, the Agency and QCNS shall establish a system of safeguards that will include the following:
  - i. All records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
  - ii. The use of secure passwords to access computer databases will be used to process, store, or transmit data provided under this MOU.
  - iii. All confidential data processed, stored, and/or transmitted under the provisions of the MOU shall be maintained in a secure manner that prevents interception, diversion, or other unauthorized access to said data.
  - iv. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that all disclosures of confidential data comply with all provisions of the Agency's Performance Standards and the Family Educational Rights and Privacy Act.

#### VI. <u>Indemnification</u>

A. Each party in this MOU agrees to defend, indemnify and hold its officers, employees, and agents harmless from and against any liability, loss, expense (including attorney's fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying agency, and or its officers, employees, or agents.

#### VII. <u>General Provisions</u>

- A. Entirety of MOU: This MOU, consisting of 14 pages including EXHIBIT A, EXHIBIT B, EXHIBIT C, and EXHIBIT D represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, whether written or oral.
- B. Third-Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance ability to perform any term or conditions of this MOU.

#### VIII. <u>Term of MOU</u>

A. This MOU is effective upon the date signed and executed by the duly authorized representatives of the parties and shall remain in full effect only from July 1, 2024, through June 30, 2025. This MOU may be terminated, without cause, by either party upon 10 business days written notice by submitting a QCNS Site Inactivation Form, which notice shall be emailed to the county Local Coordinator.

#### IX. <u>Termination</u>

A. Either party may terminate this MOU by giving the other party notice in writing.

IN WITNESS WHEREOF, Quality Counts North State and the Agency executed this MOU on the day and year set forth below:

Legal Name (Agency Name)	Director Name	
Participating Site	Participating Site Setting	
Signatures:		
Agency Director or Signing Authority	Date	
Superintendent, Shasta County Office of Education	Date	
Executive Director, First 5 Shasta	Date	

#### **EXHIBIT A**

# COLORITY COUNTS NORTH STATE COLPARTICIPATION FRAMEWORK



# **FFN ALTERNATIVE**

# PARTICIPATION

#### **By Setting Type**

Family Friend and Neighbor (FFN)	License-exempt child care in a home-based setting. This includes providers who care only for one child, those who provide care only for their relatives, and providers who care only for the children of one other family
Alternative Setting	Community settings that provide early learning and school readiness services to parents and young children. EX: home visitation programs, family resource centers, gyms, libraries, playgroups, etc.

# REQUIREMENTS

#### Minimum Per Year

4 individual	Coaching Sessions
3 completed	Quality Improvement Plans (QIPs)
2 attended	Playgroups
10 hours	Professional Development (PD)

- Coaching: Coaches, assist directors, family child care providers, educators, etc. of early learning care programs in working on improvement areas and developing goals to achieve continuous quality within their environment.
- Quality Improvement Plan (QIP): A QIP is a goal set for your program with help from your coach to grow and improve in an area of interest.
- **Playgroup:** A playgroup is a meeting of a group of children that take part in supervised creative and social play. Families, Friends, and Neighbors (FFNs) may bring a child to take part in the group activity. These playgroups may be in-person or virtual. Alternative settings are asked to host some of these playgroups. For example, a library may offer story time, or a gym program may offer swimming classes for young children. Check with your coach if you have any questions.
- Professional Development (PD): Professional Development can be in-person, virtual, or hybrid training that helps you develop your skills, grow your practice, learn new information, and stay up to date on best practices for your field of work. College course work is also a form of professional development.

# ALLOCATIONS

\*Minimum requirements must be met to receive each allocation category

UPFRONT	EARNED			
Base	Coaching	QIPs	<u>Playgroups</u>	PD
\$500	\$125	\$125	\$125	\$125

Total Allocation per Year: \$1,000

# NORTH STATE CQI PARTICIPATION FRAMEWORK



# FCCH | CENTER BASED

# PARTICIPATION

#### By Setting Type

Family Child Care Home	Licensed residential homes to provide care to infants, toddlers, preschool, and school-
(FCCH)	age children.

#### Center Based

Licensed child care provided in a private or public center.

# REQUIREMENTS

#### Minimum Per Year

4 individual	Coaching Sessions
3 completed	Quality Improvement Plans (QIPs)
2 attended	Community of Practice's (CoPs)
21 hours	Professional Development (PD)

- **Coaching:** Coaches, assist directors, family child care providers, educators, etc. of early learning care programs in working on improvement areas and developing goals to achieve continuous quality within their environment.
- Quality Improvement Plan (QIP): A QIP is a goal set for your program with help from your coach to grow and improve in an area of interest.
- **Community of Practice (CoP):** A CoP is a group of people who do the same work that come together and discuss topics of interest. You can ask questions, share your wisdom, tackle challenges together, share successes, or simply listen in. These meetings are typically led by coaches or other facilitators in the field.
- **Professional Development (PD):** Professional Development can be in-person, virtual, or hybrid training that helps you develop your skills, grow your practice, learn new information, and stay up to date on best practices for your field of work. College course work is also a form of professional development.

# ALLOCATIONS

\*Minimum requirements must be met to receive each allocation category

UPFRONT		EAR	NED	
Base	Coaching	QIPs	COPs	PD
\$500	\$250	\$250	\$250	\$250

Total Allocation per Year: \$1,500

#### EXHIBIT B

Participating Sites:	Participating Site Setting:
3	
3	

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#### EXHIBIT C

The fields below refer to the data that will be exported from the Registry into Hubbe on a nightly basis as stated in section IV.C.

General					
Agency Name	Phone Number	Fluent Languages	Facility address	Employment start date	
Staff ID /Registry	Email Address	Job Title	Facility address		
Participant ID			(2)		
First Name	Gender	Employer Name (Agency Name)	Facility City		
Middle Name	Ethnicity/Race	Employer AKA (or abbreviation)	Facility State		
Last Name	Language (1) / Primary Language	Facility/Program Registry ID #	Facility Zip		

Gender	Race	Languages	Occupations
Gender ID	Race ID pk	Language ID	Occupation
pk (Numeric	(Numeric	pk (Numeric	ID (Numeric
1-5)	1-11)	1-38)	1-50)
Gender Name	Race Name	Language Name	Occupation Name

Permits and Credentials	Training	Credit Courses
User ID	User ID	User ID
Record ID	User Training ID	UCC ID
Education Name	Event Type	Course Number
Document #	Training Code	Course Designated Name
Issue Date	Training Name	Completion Quarter
Expiration Date	Training Hours	Completion Year
	Completion Date	Course Units
	Primary CKAID	Content Type
		Permit Type
		Specialization
	Credentials User ID Record ID Education Name Document # Issue Date	CredentialsUser IDUser IDRecord IDUser Training IDEducation NameEvent TypeDocument #Training CodeIssue DateTraining NameExpiration DateTraining HoursCompletion DateCompletion Date

Completion Quarter	Content Type	Event Type	Primary Core Knowledge Area (CKA)
Season ID	Content Type ID	Training Events Type ID	CKA ID
Season Name	Content Type Name	Event Type	CKA Name

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# **EXHIBIT D**



Quality Counts California Quality Continuum Framework – Measured Quality Elements July 2023

Element	1 Point		3 Points	4 Points	5 Points
Core I: Child Development and School Readiness 1. Child Observation	Not Kequirea	<ul> <li>Program uses</li> <li>evidence-based</li> <li>child</li> <li>assessment or</li> <li>observation tool</li> <li>annually that</li> <li>covers all five</li> <li>domains of</li> <li>development</li> </ul>	<ul> <li>Program uses valid and reliable child assessment or observation tool aligned with the most recent iteration of the California Learning Foundations twice a year</li> </ul>	<ul> <li>Desired results</li> <li>Developmental</li> <li>Profile (DRDP) is administered twice a year, at minimum, and results are used to inform curriculum planning</li> </ul>	<ul> <li>Program uses DKDP twice a year and uploads into DRDP Online or DR Access, and results are used to inform curriculum</li> </ul>
Core I: Child Development and School Readiness 2. Developmental and Health Screenings	<ul> <li>Meets Title 22</li> <li>Regulations</li> </ul>	<ul> <li>Health Screening Form (Community Care Licensing form LIC701 "Physician's Report – Child Care Centers" or equivalent) used at entry, then:</li> <li>Annually OR</li> <li>Ensures vision and hearing screenings are conducted annually</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND</li> <li>Meets criteria from point level 2</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using the Ages and Stages Questionnaire (ASQ) at entry and as indicated by results thereafter AND</li> <li>Meets criteria from point level 2</li> </ul>	<ul> <li>Program works with families to ensure screening of all children using the ASQ and ASQ-Social Emotional, if indicated, at entry, then as indicated by results thereafter <b>AND</b></li> <li>Program staff uses children's screening results to make referrals and adaptations as appropriate <b>AND</b></li> <li>Mets criteria from point level 2</li> </ul>

July 2023

EXHIBIT D (CONTINUED)

Element	1 Point	2 Points	3 Points	4 Points	5 Points
Core II: Teachers	<ul> <li>Meets Title 22</li> </ul>	<ul> <li>Center: 24 units</li> </ul>	<ul> <li>24 units of ECE or</li> </ul>	<ul> <li>Associate's degree</li> </ul>	Bachelor's degree
and Teaching	Regulations	of ECE or CD	CD, plus 16 units of	(AA/AS) in ECE or	(BA/BS) in ECE or CD (or
D	Center: 12 units of	<b>OR</b> Associate	General Education	CD (or a closely	a closely related field)
3 Minimum	Early Childhood		<b>OR</b> Teacher Permit	related field) OR	<b>OR</b> BA/BS in any field
Oualifications	Education (ECE) or		AND	AA/AS in any field	plus/with 24 units of ECE
	Child Development	of ECE or CD	21 hours of	plus 24 units of ECE	or CD (or a master's
	(CD) <sup>1</sup>		professional	or CD OR Site	degree in ECE or CD)
leacher or	FCCH: 16 hours of		development (PD)	Supervisor Permit	<b>OR</b> Program Director
Family Child	training on		annually	AND	Permit
Care Home	preventative health			<ul> <li>21 hours of PD</li> </ul>	AND
(FCCH)	practices			annually	<ul> <li>21 hours of PD annually</li> </ul>
Core II: Teachers	<ul> <li>Not required</li> </ul>	Familiarity with	<ul> <li>Independent CLASS</li> </ul>	Independent CLASS	<ul> <li>Independent CLASS</li> </ul>
and Teaching		CLASS for	assessment by a	assessment by a	assessment by a reliable
)		appropriate age	reliable observer to	reliable observer with	observer with minimum
4 Effective		group as available	inform the program's	minimum CLASS	CLASS scores:
		by one	PD or improvement	scores:	Pre-K:
		representative	plan	Pre-K:	<ul> <li>Emotional Support –</li> </ul>
		from the site	OR	Emotional Support	5.5
Classroom			Informal assessment	-5	<ul> <li>Instructional Support –</li> </ul>
Assessment			and results used to	<ul> <li>Instructional</li> </ul>	3.5
Scoring			inform Quality	Support – 3	<ul> <li>Classroom</li> </ul>
System			Improvement Plan	<ul> <li>Classroom</li> </ul>	Organization – 5.5
(CLASS)			and staff PD plan	Organization – 5	Toddler:
				Toddler:	<ul> <li>Emotional &amp;</li> </ul>
				<ul> <li>Emotional &amp;</li> </ul>	Behavioral Support –
				Behavioral Support	5.5
				-5	Engaged Support for
				<ul> <li>Engaged Support</li> </ul>	Learning – 4
				for Learning – 3.5	Infant:
				Infant:	<ul> <li>Responsive</li> </ul>
				<ul> <li>Responsive</li> </ul>	Caregiving – 5.5
				Caregiving – 5	

<sup>&</sup>lt;sup>1</sup> For all ECE or CD units, the core eight are desired, but not required. Note: Point values are not indicative of Tiers 1 through 5, but reflect a range of points that can be earned toward assigning a tier rating (see Total Point Range).

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Element	1 Point	2 Points	3 Points	4 Points	5 Points
Core III: Program and Environment <b>5. Ratios and Group Size</b> (Centers only beyond licensing regulations)	<ul> <li>Center: Title 22 Regulations Infant ratio of 1:4 Toddler Option ratio of 1:6 Preschool ratio of 1:12</li> <li>FCCH: Title 22 Regulations (excluded from point values in ratio and group size)</li> </ul>	- <b>Center</b> : Ratio: Group Size Infant/Toddler – 4:16 Preschool – 3:36	<ul> <li>Center: Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24</li> </ul>	<b>Center:</b> Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	■ <b>Center:</b> Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Core III: Program and Environment 6. Director Qualifications (Centers only)	<ul> <li>12 units ECE or CD, plus/with 3 units management or administration</li> </ul>	<ul> <li>24 units ECE or CD, plus 16 units General Education, plus/with 3 units management or administration OR</li> <li>Master Teacher Permit</li> </ul>	<ul> <li>AA/AS with 24 units</li> <li>ECE or CD, plus/with 6 units management or administration and 2 units in supervision</li> <li>OR Site Supervisor</li> <li>Permit</li> <li>AND</li> <li>21 hours of PD annually</li> </ul>	<ul> <li>BA/BS with 24 units ECE or CD, plus/with 8 units management or administration OR Program Director Permit <b>AND</b></li> <li>21 hours of PD annually</li> </ul>	<ul> <li>Master's degree with 30 units ECE or CD, including specialized courses, plus/with 8 units management or administration OR Administrative Credential AND</li> <li>21 hours of PD annually</li> </ul>
		Total	Total Point Ranges		

# D

Program Type	Common Tier 1	Local Tier 2 <sup>2</sup>	Common Tier 3	Local Tier 2 <sup>2</sup> Common Tier 3 Common Tier 4 Local Tier 5 <sup>3</sup>	Local Tier 5 <sup>3</sup>
Centers	Blocked (6 points)				07 nointe and
6 elements for 30	<ul> <li>must meet all</li> </ul>	7 to 16 points	17 to 22 points	23 to 26 points	uib silind 12
points	elements				anove
FCCHs	Blocked (4 points)				19 nointe and
4 elements for 20	<ul> <li>must meet all</li> </ul>	5 to 9 points	10 to 13 points	14 to 17 points	to pullits and
points	elements				anove

<sup>2</sup> Local Tier 2: Local decision if blocked or points and if there are additional elements. <sup>3</sup> Local Tier 5: Local decision if there are additional elements included.

July 2023

#### E-Contract Review Approval as to Form

Department Name: Library

Vendor Name: Quality County North State

Contract Description: For the purpose of supporting quality improvement efforts.

APPROVED AS TO FORM:

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel Date: 09/25/2024



Agenda Request Form

File #: 24-1602

Agenda Date: 10/8/2024

Agenda #: 7.

#### SOCIAL SERVICES

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Peerless Building Maintenance Company for the purpose of janitorial services at the office located at 310 S. Main St, Red Bluff, for the amounts as set forth in Exhibit "D", with maximum compensation not to exceed \$111,581.50, effective 11/1/24 and shall terminate 10/31/25 (subject to receipt of required insurance documentation)

#### Financial Impact:

This service is budgeted in account 5013-53140, Household Expense. It is a generic cost to all Social Services programs and is planned in the FY 2024/25 Adopted Budget. There is no impact to the General Fund.

#### **Background Information:**

Peerless Building Maintenance Company has satisfactorily provided janitorial services for the Department of Social Services for many years. This Agreement is for a renewal of janitorial services at our main building.

#### AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PEERLESS BUILDING MAINTENANCE COMPANY

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Peerless Building Maintenance Company ("Contractor") for the purpose of providing janitorial services at 310 S. Main Street, Red Bluff, CA 96080.

#### 1. <u>RESPONSIBILITIES OF CONTRACTOR</u>

During the term of this agreement, Contractor shall:

- A. Designate an individual to have primary responsibility as a liaison with County in carrying out the terms of this contract: Terry Tuttle, 530-222-6369.
- B. Provide services in accordance with Exhibit C, Scope of Work, attached hereto and made a part of this contract.
- C. Provide an onsite supervisor to ensure all of the tasks listed in Exhibit C are up to the listed standards, completed as scheduled and to fill out Exhibit E, attached hereto and made a part of this contract.

#### 2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

County shall designate an individual to have primary responsibility as a liaison with Contractor in carrying out the terms of this contract: Michael Emigh, 530-528-4048.

#### 3. <u>COMPENSATION</u>

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit D after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$111,581.50. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor

after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

#### 4. **<u>BILLING AND PAYMENT</u>**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

#### 5. <u>TIMELY SUBMISSION</u>

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against. County for payment, of any kind whatsoever, for any delinquent invoice.

#### 6. **<u>TERM OF AGREEMENT</u>**

This agreement shall commence on 11/01/2024 and shall terminate 10/31/2025, unless terminated in accordance with section 7 below.

#### 7. **<u>TERMINATION OF AGREEMENT</u>**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written

notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

#### 8. <u>ENTIRE AGREEMENT; MODIFICATION</u>

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

#### 9. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

#### 10. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be

fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

#### 11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

#### 13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 14. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

#### 15. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

#### 16. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

#### 17. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

#### 18. <u>AUTHORITY</u>

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

#### 19. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F. Emery, Director	Terry Tuttle, Owner
Tehama County Department of Social Services	Peerless Building Maintenance Company
P. O. Box 1515	4665 Mountain Lakes Blvd.
Red Bluff, CA 96080	Redding, CA 96003
Fax: 530-527-5410	Phone: 530-222-6369
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Invoices may be emailed to:	Terry Tuttle, Owner
-	Peerless Building Maintenance Company
AccountsPayable@tcdss.org	4665 Mountain Lakes Blvd.
a degeneration of the second	Redding, CA 96003
	Phone: 530-222-6369

Notice shall be deemed to be effective two days after mailing.

#### 20. NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

#### 21. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

#### 22. <u>LICENSING OR ACCREDITATION</u>

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

#### 23. **<u>RESOLUTION OF AMBIGUITIES</u>**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

#### 24. NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

#### 25. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

#### 26. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

#### 27. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to

1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

#### 28. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

#### 29. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

#### 30. DOCUMENTS AND RETENTION

 Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

2. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

#### 31. SEXUAL HARASSMENT

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

#### 32. CONFLICT OF INTEREST

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

#### 33. CONFIDENTIALITY

The intent of this agreement is for the Contractor to provide janitorial services. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

- No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
- 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

#### 34. AVAILABILITY OF FUNDS

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

#### 35. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

#### 36. MISCELLANEOUS PROVISIONS

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

#### 37. <u>DUPLICATION OF SERVICES AND REFERRALS</u>

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services. Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

#### 38. GOVERNMENT CODE SECTION 31000 FINDING

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Whereas, the Board of Supervisors finds that the custodial and maintenance requirements for the site is sufficiently remote in location and in time from available County maintenance and custodial employee resources that entering into a contract for custodial and maintenance services instead of paying additional expenses to existing County employee resources is in the County's economic interest.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the

day and year set forth below.

2024 Date:

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

ne kie F. Emery, Director Bel

PEERLESS BUILDING MAINTENANCE COMPANY

8/28/24 Date:

the 111

Terry Tuttle. Owner

<u>101267</u> Vendor Number

5013-53140 Budget Account Number

<u>93.659. 10.561, 93.558, 93.658, 93.645</u> <u>93.667, 93.090, 93.556</u> Federal Funding CFDA #

#### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

<u>Commercial General Liability</u> (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

<u>Professional Liability</u> (Contractor/Professional services standard agreement only) If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage

is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or selfinsurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Exhibit B

#### **NONDISCRIMINATION CLAUSE**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

#### Exhibit C

#### SCOPE OF WORK

#### Standards are expected to be at a level 3 or higher. If these standards are not met, Contractor shall RETURN THE FOLLOWING MORNING TO CORRECT AND COMPLETE the activity at an acceptable level. No charges will be incurred for the corrective visit.

For the purpose of these cleaning standards, the term "clean" is defined as: free of dirt, dust, lint, stains, streaks, film, grease, mildew, food, fingerprints, cleaning material, mineral deposits, and all foreign matter.

TCDSS will provide toilet paper, paper towels, paper tissue, seat covers, air freshener, urinal cakes, hand soap, and trash bags. The janitorial crew is to provide any items necessary for cleaning, such as, but not limited to cart, brooms, mops, cleaners, disinfectants, buckets, dusters, vacuums, and any other items needed to properly clean and disinfect the building.

### 1. RESTROOMS

#### EACH CLEANING DAY

Clean sinks, countertops, and faucets

- Use an antibacterial cleaner for countertops, sinks and faucets.
- Empty trash & replace liners & clean container if soiled
  - If the trash containers are soiled, clean with disinfectant, and dry prior to replacing bag.

Clean toilets & urinals, including both sides of seat, around top & sides of bowl

• Urinals, toilet, toilet bowls, and toilet seats will be clean. Take bleach or disinfectant and pour a cup into the basin of the toilet, let sit for a few minutes. (Contact kill time for disinfectant detergent is 30 seconds to one minute). All toilet seats will be washed on both sides and around the fasteners. Clean around the outside of the toilet, especially the front near the top. Take a toilet brush and scrub in and around the basin to clean. Flush.

Check & stock towels, toilet paper, seat cover & hand soap Wipe door & stall handles with disinfectant

#### EACH CLEANING DAY

Sweep & mop floors, including around toilets and urinals (more often if needed) Spot clean walls stall, walls as needed

Clean mirrors - Use a cleaner for mirrors to avoid streaking

#### **ONCE A MONTH**

Thoroughly clean corners & remove cobwebs. Dust top of stall railings Dust top of lighting fixtures

#### **ONCE A QUARTER**

Machine Scrub Restroom Floors (once annually the floors will be stripped and re-waxed rather than scrubbed)

### **<u>2. RECEPTION AND PUBLIC AREAS</u>**

#### EACH CLEANING DAY

Empty trash containers & replace liners Vacuum entrance mats Check & clean entrance glass inside and out, as needed Sweep outside entrances & pick up debris Vacuum all carpet areas Spot clean walls Dust visible counter areas (not individual desks) Sweep & mop hard surface floors

#### **ONCE A MONTH**

Thoroughly check all corners and remove cobwebs Clean window ledges Dust top of lighting fixtures

#### ONCE A QUARTER

Clean all windows inside and outside

## 3. OUTSIDE

#### ONCE A WEEK OR AS NEEDED

Clean cigarette butts and debris from Entrance area Pick up debris as needed in planter

#### **CLEANING STANDARDS REQUIRED**

Standards are expected to be at a level 3 or higher. If these standards are not met, Contractor shall RETURN THE FOLLOWING MORNING TO CORRECT AND COMPLETE the activity at an acceptable level. No charges will be incurred for the corrective visit.

#### **1. EXCEPTIONAL**

- floor coverings are clean and free of debris, including staples and paperclips.
- litter containers clean with little waste.
- no dust on vertical surfaces.
- glass clean and sparkling.
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF ORDERLY SPOTLESSNESS

#### 2. EXCEEDS STANDARD

- floor coverings clean and free of debris, including paperclips.
- litter containers clean with little waste.
- little dust accumulation.
- glass clean and sparkling.
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF ORDINARY TIDINESS

#### 3. MEETS STANDARDS

- floor coverings clean and free of paper scraps.
- litter containers have little waste.
- some dust accumulation on others surfaces
- glass clean and sparkling
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF CASUAL INATTENTION

#### 4.MARGINAL

- floor coverings dirty
- litter containers often full or overflowing
- dust accumulation is evident
- glass will show some streaks and hand prints
- toilet seats are not shiny, may be dull in appearance.
- GENERAL IMPRESSION IS ONE OF MODERATE DINGINESS

#### **5. UNACCEPTABLE**

- floor coverings will be dirty and dusty
- litter containers will be full to overflowing
- there are dust marks on furniture
- glass will be dirty and hand printed
- toilet seats are not shiny, may be dull in appearance, foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF UNKEMPT NEGLECT.

## Exhibit D FEE SCHEDULE

#### Monthly fee for services listed in Exhibit C:

November and December 2024	\$ 7,802.00
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## Services below will be billed separately, at time of service:

Quarterly Carpet Cleaning in Conference Rooms	\$ 250.00 per quarter
Carpet Cleaning for entire office (twice per year)	\$ 2,700.00 per service
Scotch Guard Treatment for Heavy Traffic Areas (twice per year)	\$ 675.00 per service
Annual Cleaning of the Skylight windows	\$ 455.00 per service

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	DAILY	WEEKLY	1 X MONIH	1 X Quarter	1 X Quarter	1 X Quarter
RESTROOMS	MTWTHF	Date				
	Clean Sinks	Sweep & mop	Date	Date	Date	Date
	countertops, and	floors, including	Thoroughly clean	Strip and	Strip and	Strip and
	faucets	around toilets	corners & remove	re-wax	re-wax	re-wax
		and urinals	cobwebs.	restroom floors	restroom floors	restroom floors
	MTWTHF	(more often if				
	Empty Trash &	needed)				
	replace liners &		Date			
	clean container	Date	Dust top of light			
	if soiled	Spot clean walls	fixtures.			
		and stall walls				
	MTWTHF	as needed	Date			
	Clean toilets		Dust top of stall			
	& Urinals	Date	railings			
		Clean Mirrors				
	MTWTHF	using cleaner			T	
	Check & Stock					
	towels, toilet		WEEK 1_	Tu .		
	paper, seat					
	cover & handsoap		WEEK 2			
	MTWTHF		WEFK 3			
	ipe door					
	handles with		WEEK 4			
	disinfectant					
			WEEK 5			

	DAILY	WEEKLY	3 X WEEK	1 X MONTH	1 x Quarter	1 x Quarter	1 x Quarter	1 x Quarter
	MTWTHF	Date	Date	Date	Date	Date	Date	Date
		Vacuum all	8					
Unices and	Empty trash	carpet areas	Sweep & Mop	Dust top of light	Clean all	Clean all	Clean all	Clean all
Public Areas	containers &		hard surface floors	fixtures.	windows	windows	windows	windows
including	replace liners	Date			inside and out	inside and out	inside and out	inside and out
hallways,		Spot clean walls	Date	Date				
cubicles and			Clean drinking	Clean window				
entrances	M T W TH F		fountains	ledges	Dafe	Date	Date	Date
	Vacuum entrance							
	mats	Date			Strip and	Strip and	Strip and	Strip and
		Dust counter			re-wax Lobby	re-wax Lobby	re-wax Lobby	re-wax Lobby
		areas	Date	Date	and Kitchen	and Kitchen	and Kitchen	and Kitchen
	M T W TH F		Vacuum all	Thoroughly	floors	floors	floors	floors
				check all corners				
				and remove				
	Check & clean	Date	TRAFFIC areas	cobwebs				
	entrence cless	Dust top of panels	(carpet)		0 0			
		22			Dale	Dale	Uale	Uate
					Clean Carpet in	Clean Carpet in	Clean Carpet in	Clean Carpet in
					Conference	Conference	Conference	Conference
	inside and out,			Date	Rooms	Rooms	Rooms	Rooms
	as needed			Dust top of				
				cubicle railings				
	MTWTHF							
	Sweep outside							
	entrance & pick							
	up debris,							
	Provide and the second s							

CLEANING SCHEDU					000		
	DAILY	WEEKLY	1 × MONTH	1 x Quarter	1 x Quarter	1 x Quarter	1 x Quarter
SHOWER ROOM	M T W TH F Clean Sinks	Date Sweep & mop floors (more	Date Thoroughly clean conners & remove	Date Strip and re-wax restroom	Date Strip and re-wax restroom	Date	Date
	faucets	often if needed)	cobwebs	floors	floors	floors	floors
	M T W TH F	Date	Date Durat ton of licht				
	wripe door nangles	Disintect shower stall walls	Fixtures				
	MTWTHF	Date					
	Empty trash and	Clean Mirrors					
	clean container if soiled						
	MTWTHF						
	Check and stock paper towels and hand soap						

	2-3 x WEEK	2 x Year	
			1 x Year
MTWTHF	MTWTHF	Date	Date
Pick up debris as needed in parking area and planters	Empty trash containers & replace liners	Clean all carpet in office	Clean Skylight windows
	M T W TH F Clean cigarette	Date	
	butts from sand urns	Clean all carpet in office	

## E-Contract Review Approval as to Form

Department Name: Social Services

Vendor Name: Peerless Building Maintenance

Contract Description: For the purpose of janitorial services

APPROVED AS TO FORM:

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel Date: 09/10/2024



Agenda Request Form

File #: 24-1259

Agenda Date: 10/8/2024

Agenda #: 8.

## SOCIAL SERVICES / COUNTY COUNSEL

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Social Services Director and County Counsel to sign the Interagency MOU for the purpose of providing legal services involving Welfare and Institutions Code 300 cases, in an amount not to exceed \$325,783, effective 7/1/24 and shall terminate 6/30/25

#### Financial Impact:

The cost of this contract has been anticipated in the FY 2024-25 budget and is budgeted as an expense in account 5013- 532300, Professional and Special Services. This contract is funded with federal and realignment revenues.

#### Background Information:

This is a contract renewal. County Counsel has been providing these services for many years.

County Counsel has the legal capabilities to properly represent the County in juvenile cases and issues. County Counsel is responsive to Child Welfare Services' positions and in working for the best interest of the children.

#### INTERAGENCY MEMORANDUM OF UNDERSTANDING

#### BETWEEN THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE OFFICE OF TEHAMA COUNTY COUNSEL

This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as TCDSS and The Office of Tehama County Counsel, hereafter referred to as County Counsel, for the purpose of providing legal services involving Welfare and Institutions Code 300 cases.

#### 1. <u>RESPONSIBILITIES OF COUNTY COUNSEL</u>

During the term of this agreement, County Counsel shall:

- A. Perform legal services required herein and described in Exhibit B, attached hereto and made part of the agreement.
- B. Employ and train 1.25 Full-Time Equivalent (FTE) positions at the Deputy County Counsel level I or higher and 1.00 FTE legal Secretary position to perform the services described in this agreement and .10 Supervision. If the County Counsel determines, in his/her sole discretion, that the responsibilities of County Counsel hereunder require the services of a lead-level Deputy County Counsel who is professionally qualified and experienced to independently perform the specialized work hereunder and to provide direction the other assigned attorney(s), the County Counsel may staff one or more of the abovedescribed Deputy County Counsel positions at the Deputy County Counsel IV level.
- C. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of a payment and financial audit per the guidelines of the Child Welfare Services program, as described in the Department of Social Services Manual of Policies and Procedures.
- D. Verify that all such certified/licensed personnel maintain their certification or licenses throughout the provision of services under this agreement.

#### 2. <u>RESPONSIBILITIES OF TCDSS</u>

During the term of this agreement, TCDSS shall:

- A. Provide staff as contract persons who are knowledgeable in Child Welfare Services and cases as necessary and requested by Counsel.
- B. Provide reimbursement for legal services, support, and overhead costs provided by County Counsel pursuant to this Agreement.
- C. Provide an office site, at the TCDSS site to be used when working at TCDSS.

#### 3. <u>COMPENSATION</u>

- A. The maximum amount payable under this agreement for the term of this contract shall not exceed \$ 325,783 indicated in Exhibit C, attached hereto and made part of this agreement.
- B. TCDSS understands that County Counsel has hired and will continue to maintain a Deputy County Counsel for the benefit of TCDSS.
- C. TCDSS shall seek funding from Federal, State, County or other sources during the period covered by this agreement necessary to fulfill the budget provisions of Exhibit C.
- D. TCDSS agrees that it will immediately notify County Counsel of any projected or actual increase, decrease or discontinuance of funding from any source, which would affect any of the terms of this agreement.
- E. TCDSS reserves the right to request to modify levels of funding for programs and re-negotiate contract budgets, if needed, due to increases or decreases in funding from any funding source. TCDSS also reserves the right to request changes in program design in order to accommodate funding changes.
- F. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.
- G. . Equipment purchased with funds provided by this agreement shall become the property of TCDSS upon termination of the agreement.

#### 4. <u>BILLING AND PAYMENT</u>

County Counsel shall submit to TCDSS a quarterly flat fee invoice, of services performed, as follows:

Invoice for Services:	Invoice Due On:
July 1 <sup>st</sup> to Sept. 30 <sup>th</sup>	Oct. 15 <sup>th</sup>
Oct. 1 <sup>st</sup> to Dec. 31 <sup>st</sup>	Jan. 15 <sup>th</sup>
Jan. 1 <sup>st</sup> to March 30 <sup>th</sup>	April 15 <sup>th</sup>
April 1 <sup>st</sup> to June 30 <sup>th</sup>	June 15 <sup>th</sup>

Invoices and time study totals showing the number of hours worked per will be emailed to <u>AccountsPayable@tcdss.org</u>. TCDSS shall make payment within 30 days of receipt of County Counsel's statement.

#### 5. <u>TERM OF AGREEMENT</u>

This agreement shall commence on July 1, 2024 and shall terminate June 30, 2025.

#### 6. <u>TERMINATION OF AGREEMENT</u>

The agreement may be earlier terminated by order of the Superior Court pursuant to section 318.5 of the Welfare and Institutions Code. TCDSS may terminate this agreement immediately upon oral notice should funding cease or be materially decreased. Should this agreement be terminated, County Counsel shall provide TCDSS all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by County Counsel pursuant to this agreement.

#### 7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding between the parties hereto. County Counsel shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. County Counsel specifically acknowledges that in entering into and executing this agreement, County Counsel relies solely upon the provisions contained in this agreement and no other oral or written representation.

#### 8. **INSURANCE**

TCDSS acknowledges that County Counsel participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. TCDSS further acknowledges that County Counsel is required to contribute a portion of the funds necessary to operate this program.

#### 9. <u>NON-DISCRIMINATION</u>

County Counsel shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

#### 10. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. County Counsel shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

#### 11. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by County Counsel under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCDSS immediately.

#### 12. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

#### 13. <u>AUTHORITY</u>

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

#### 14. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO TCDSS:	NOTICES TO COUNTY COUNSEL:
Bekkie Emery, Social Services Director	Margaret Long, County Counsel
Tehama County Department of Social Services	Tehama County Counsel
P. O. Box 1515	P. O. Box 8189
Red Bluff, CA 96080	Red Bluff, CA 96080
Fax: 530-527-5410	

Notice shall be deemed to be effective two days after mailing.

#### 15. INTERAGENCY COMMUNICATION

Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

TCDSS:	Steven Dickerson, CWS Program Manager
	Tehama County Department of Social Services
	P.O. Box 1515
	Red Bluff, CA 96080
County Counsel:	Appointed Deputy County Counsel
	Tehama County Counsel

P.O. Box 8189

#### 16. HAZARDOUS MATERIALS

County Counsel shall provide to TCDSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by County Counsel, or any of its Subcontractors, in connection with the services on County property. County Counsel shall provide TCDSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by County Counsel, or any of its Subcontractors, during the performance of the services. TCDSS shall provide Safety Data Sheets for any Hazardous Materials that County Counsel may be exposed to while on County property.

#### 17. HARASSMENT

County Counsel agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

#### **18.** STANDARDS OF THE PROFESSION

County Counsel agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which County Counsel has been properly licensed to practice.

#### **19.** <u>LICENSING OR ACCREDITATION</u>

Where applicable the County Counsel shall maintain the appropriate license or accreditation through the life of this contract.

#### 20. <u>COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING</u>

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this

agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

#### 21. DOCUMENTS AND RETENTION

- County Counsel and TCDSS agree to retain all documents relevant to this agreement for three years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, County Counsel shall make available these records to the TCDSS, State, or Federal government representatives.
- 2. County Counsel shall develop and maintain records concerning the services provided pursuant to this agreement. County Counsel shall also provide all information necessary for quarterly reports or other reports required by TCDSS, CDSS or the Federal government. County Counsel shall fully cooperate with the TCDSS in providing any information needed by any governmental entity concerning this agreement.

#### 22. <u>SEXUAL HARASSMENT</u>

County Counsel shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. County Counsel shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

#### 23. <u>CONFLICT OF INTEREST</u>

County Counsel and County Counsel's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

#### 24. <u>CONFIDENTIALITY</u>

The intent of this agreement is for County Counsel to provide legal services involving Welfare and Institutions Code 300 cases. However, the following confidentiality rules shall apply:

- County Counsel shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by County Counsel shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

- b. County Counsel shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the County Counsel agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. County Counsel understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

#### 25. <u>AVAILABILITY OF FUNDS</u>

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the TCDSS or the County Counsel, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

#### 26. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

The TCDSS may monitor the County Counsel's performance to assure compliance with the terms, conditions, and specifications of this agreement.

County Counsel shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to TCDSS at any time. This shall include informing recipients of their right to a State hearing.

The TCDSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the County Counsel or any person employed by County Counsel, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

#### 27. <u>MISCELLANEOUS PROVISIONS</u>

County Counsel will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, County Counsel is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, County Counsel is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

IN WITNESS WHEREOF, TCDSS and County Counsel have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

## **TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES**

Executed at Red Bluff, California, 92024, by Bekkie F. Emery, Special Services irector **TEHAMA COUNTY COUNSEL** Executed at Red Bluff, California, 9182024, by Date Margaret Long, County Counsel

5013-532300 Budget Account Number

93.658 Federal Funding CFDA #

#### **EXHIBIT A**

#### NONDISCRIMINATION CLAUSE

County Counsel agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the County Counsel agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the County Counsel directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

#### EXHIBIT B

#### **DUTY STATEMENT**

#### **Deputy County Counsel(s) for Dependency Court**

#### Deputy County Counsel

Under the supervision of the Tehama County Counsel and in collaboration with the Tehama County Department of Social Services, the Deputy County Counsel(s) will perform the following duties:

- I. Represent the Department of Social Services—Children's Services Division (CPS) in juvenile court proceedings including law and motion calendar, contested hearings and appeals, including but not limited to the following items:
  - A. Review cases for hearing.
  - B. Staff cases set for contested hearing with pertinent parties to prepare for hearing and determine who to subpoena.
  - C. Prepare social workers for testimony.
  - D. Subpoena witnesses.
  - E. Arrange pre-settlement conferences if possible.
  - F. Provide competent legal representation.
- II. Provide consultation to Program Manager, Supervisors, and Social Workers, including but not limited to the following:
  - A. Review and advise on all petitions submitted for filing with the Court.
  - B. Attend weekly case staffing on critical cases.
  - C. Review petitions at request of a Supervisor.
  - D. Review court reports at request of a Supervisor.
  - E. Author findings and orders on critical cases.
- III. Prepare and file responses to appeals and write petitions as necessary.
- IV. Provide training to Social Workers as requested by Program Manager.
- V. Attend training on a yearly basis, which may include:
  - A. County Counsel Association Conference—Child Welfare Study Section, threeday conference, two times per year

- B. Beyond the Bench, three-day conference each year
- C. Stay current with Child Welfare laws utilizing CoCoNet—web page exclusively for Counsel Dependency Attorneys and Compendium of Laws—a ten-chapter book outlining issues relevant to dependency court, available on line
- D. Attend UC Davis sponsored training on legal issues including but not limited to:
  - 1. Child Welfare Law
  - 2. Juvenile Court Processes and Procedures
  - 3. Parent and Relative Search Techniques
  - 4. Writing Effective Petitions
  - 5. Writing Court Reports
  - 6. Rules of Evidence
  - 7. Preparing and Presenting Effective Testimony
  - 8. Multiethnic Placement Act
  - 9. Indian Child Welfare Act
  - 10. Criminal and Civil Liability

VI. Develop peer support with other attorneys specializing in Child Welfare Law for consultation of complex case issues.

#### INTERAGENCY MOU BETWEEN TCDSS COUNTY COUNSEL EXHIBIT C 2024-2025 FY BUDGET

Expendi	tures	CPS Salary Cost Per 2.35 FTE	
51010	Salary and Wages	\$209,980	]
51011	Extra Help	\$0	
51012	Overtime Compensation	\$0	]
51020	PERS Retirement	\$20,851	]
51021	OASDI	\$16,279	]
51030	Group Insurance	\$52,273	]
51031	Unemployment Insurance	\$420	1
51040	Workers Compensation	\$2,604	]
Total	Salary & Benefits	\$302,407	]
		Base Budget	Services and Supplies
			Cost based on 2.35
Services	and Supplies		FTE
53120	Communications	\$3,138	\$952
53150	Insurance	\$5,060	\$1,534
53170	Maintenance of Equipment	\$3,633	\$1,102
53180	Maint Structure/Improv Grounds	\$2,000	\$606
53200	Memberships	\$7,751	\$2,350
53220	Office Expense	\$5,100	\$1,546
53230	Professional/Special Services	\$19,670	\$5,964
53240	Publication/Legal Notices	\$784	\$238
53260	Rent/Lease of Buildings	\$0	\$0
532 <b>80</b>	Special Departmental Expense	<b>\$</b> 5,752	\$1,744
53290	Employee Travel Expense	\$9,000	\$2,729
53300	Utilities	\$15,204	\$4,610
Total	Services & Supplies	\$77,092	\$23,376
	Total CPS Contract Cos	st	\$325,783

Quarterly billing for FY 2024/2025 \$81,446

## E-Contract Review Approval as to Form

Department Name: Social Services

Vendor Name: County Counsel

Contract Description: For the purpose of MOU

APPROVED AS TO FORM:

Date: 09/25/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



**Tehama County** 

Agenda Request Form

File #: 24-1721

Agenda Date: 10/8/2024

Agenda #: 9.

## **VETERAN SERVICES OFFICE / PERSONNEL**

## Requested Action(s)

a) OTHER THAN STEP "A" - Request approval to appoint the applicant as Office Assistant II, Range 12, Step B, upon successful completion of all pre-employment requirements

### Financial Impact:

The annual salary at Step A is approximately \$34,819.20 and the annual salary at Step B is approximately \$36,566.40, which results in an approximate \$1,747.20 annual difference. The funds for this position are currently budgeted in the FY 2024-25, Budget Unit 5060.

## Background Information:

The selected candidate for this position has more than two years of Office Assistant experience. The candidate also has been fully trained in this specific position and has been working in the position as OA II Part Time Extra Help for six months. This experience includes understanding and utilization of Google Drive and Email, Outlook, Word, Power Point, Excel, Access, and Vet Pro. The candidate's experience also includes interacting with customers and other departments, both on the phone and in person. The candidate's training and experience exceeds the minimum qualifications of the classification and justifies placement at Range 12, step B.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 12, Step B upon successful completion of all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless <u>compelling</u>\* reasons exist to start an individual at a higher step.

# FROM:Veterans Services OfficerTO:Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification: Office Assistant II at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 16.74 Step A Request: \$ 17.58 Step B

Total applications received during recruitment for this position: 7
 Total number of "qualified" applicants: 4

3. Justification for requesting higher step than A:

The selected candidate for this position has more than two years of Office Assistant experience. The candidate also has been fully trained in this specific position and has been working in the position as OA II Part Time Extra Help for six months. This experience includes understanding and utilization of Google Drive and Email, Outlook, Word, Power Point, Excel, Access, and Vet Pro. The candidate's experience also includes interacting with customers and other departments, both on the phone and in person. The candidate's training and experience exceeds the minimum qualifications of the classification and justifies placement at Range 12, step 2.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 12, Step 2 upon successful completion of all pre-employment requirements.

4. How has the Department budgeted for this additional cost? The funds for this position are currently budgeted in the FY 2024-2025, Budget Unit 5060.

51 R 08/30/2024

Department Head Signature



Agenda Request Form

File #: 24-1729

Agenda Date: 10/8/2024

Agenda #: 10.

## **APPROVAL OF MINUTES**

## **Requested Action(s)**

- a) Waive the reading and approve the minutes of the following meetings:
  - 1) Regular meeting held 9/17/24
  - 2) Regular meeting held 9/24/24

## Financial Impact:

None.

**Background Information:** 

Tehama County Tuesday, September 17, 2024 9:00 AM Board of Supervisors Meeting Minutes



727 Oak Street, Red Bluff, CA 96080 (530) 527-4655 http://www.tehama.gov Board Chambers

> Gabriel Hydrick Chief Administrator

> > Margaret Long County Counsel

Sean Houghtby Clerk of the Board (530) 527-3287

## 9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Present:

William Moule, District 1

Candy Carlson, District 2 Pati Nolen, District 3

Matt Hansen, District 4, Vice Chair

John Leach, District 5, Chairman

Supervisor William Moule, Supervisor Candy Carlson, Supervisor Pati Nolen, Vice Chair Matt Hansen, and Chairperson John Leach

Chairman Leach presided. Present in the chambers were Clerk of the Board Sean Houghtby by Deputy Mary DiMaggio, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick.

## **PUBLIC COMMENT**

Scott Camp led prayer and commented on budget shortfalls and allegation of misconduct.

Kathy Nelson commented on the retired Clerk and Recorder salary.

Louise Wilkinson thanked the Fire and Sheriff Departments for disaster preparedness and commented on closed session reporting.

In response to Mr. Camp, Supervisor Carlson explained the process of Future Agenda Items.

In response to Mr. Camp, Supervisor Hansen commented on addressing the citizens' questions during the duration of the meeting.

Supervisor Carlson stated there will be an upcoming town hall meeting regarding medical cannabis 10/23/24 at 5:30pm at the Administration Building and encouraged citizens to attend.

A resident asked the Board to contact their Planning Commissioner regarding commercial cannabis and had a moment of silence for Robert Lechner "Apple Bob".

John Prinz commented on the support of medical marijuana as an opioid and fentanyl replacement and spoke out about the injustice for his grandson and the division of class in Tehama County.

Supervisor Nolen said there will be an OES Meeting on Wednesday from 5:30pm to 7:30pm at 29950 Plum Creek Rd, Paynes Creek, CA regarding updates and rebuilding related

## to the Park Fire.

## ANNOUNCEMENT OF AGENDA CORRECTIONS

None.

## PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

28. CLOSED SESSION 24-1071 a) PERSONNEL/PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part One of the Tehama County Health Services Agency Director Annual Performance Evaluation Process.

Report Out: Evaluation held.

29. CLOSED SESSION 24-1073 a) PERSONNEL/PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part Two of the Tehama County Child Support Services Director Annual Performance Evaluation Process.

Report Out: Evaluation held.

30. CLOSED SESSION 24-1389 a) PERSONNEL/PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957) Title: Director of Planning.

Report Out: Item continued to 9/17/24 agenda.

31. CLOSED SESSION 24-1394 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Interim Building Official (New Appointment Onboarding).

**Report Out:** Supervisor Moule recused himself and did not participate in the session. Onboarding held.

32. CLOSED SESSION 24-1444 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Matthew Goitia Agency claimed against: Tehama County

Report Out: Item continued to 9/17/24 agenda.

33. CLOSED SESSION 24-1448 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Pelorus Terminals LLC. Agency claimed against: Tehama County

Report Out: Item continued to 9/17/24 agenda.

34. CLOSED SESSION 24-1448 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Peaker Energy Agency claimed against: Tehama County

**Report Out:** Item continued to 9/17/24 agenda.

## **BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE**

Fire Committee (Standing) (Leach, Hansen) - Met.

Public Works Committee (Standing) (Leach, Nolen) - Meeting tomorrow.

Veterans Halls Advisory Committee (Standing) (Carlson, Leach) - Meeting in October.

Rescue Act Ad Hoc Committee (Carlson, Moule) - Meeting Friday.

Public Safety Tax Initiative Working Group (Hansen, Moule) - Met yesterday.

Personnel Procedures & Guidelines Ad Hoc Committee (Hansen and Carlson) – Met yesterday.

## **REPORTS OF MEETINGS ATTENDED INCLUDING AB1234**

Supervisor Moule - Flood Control and Water Conservation District.

Supervisor Carlson - None.

Supervisor Nolen - Flood Control and Water Conservation District and Greater Battle Creek Watershed Working Group.

Supervisor Hansen - Sierra-Sacramento Valley EMS Authority Meeting.

Chairman Leach - Flood Control and Water Conservation District and Meeting with Corning City Manager.

## ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Treasurer-Tax Collector Parker Hunt announced his department received the California Municipal Association Investment Policy Certification and has been recognized by the SMTA.

Environmental Health/Code Enforcement Director Tia Branton announced there will be an OES Meeting tomorrow from 5:30pm to 7:00pm at Plum Valley School regarding the phase one and phase two process.

In addition, Ms. Branton stated there is a struggle for property access in Campbellville, CA and if anyone knows a way to get access, reach out to the Environmental Health Department and there will be Fire Recovery Meeting on 9/30/24 at Cohasset Community Center from 4:00pm to 6:00pm.

Health Services Agency Executive Director Jayme Bottke announced an update about the briefing for the Direct Notification Outreach Funding with the California Emerging Technology Fund and encouraged citizens to contact the Health Services Agency to get more information or involvement about the low-cost home internet and digital literacy programs.

Agriculture Commissioner/Sealer Tom Moss announced their department will provide an annual crop report at the 10/8/24 meeting.

In addition, Mr. Moss stated 2024 AG Producer Day will be held on 11/19/24 at 7:00am for registration and 8:00am meeting coordinated with Tehama County Farm Bureau and the UC Cooperative Extension, accompanied by lunch along with pesticide educational hours for anyone interested.

Personnel Director Coral Ferrin announced open enrollment for Tehama County employees starting 10/1/24 to 10/31/24 to make any changes to employee Health Insurance and will be hosting a Wellness Health Fair on 10/10/24 from 10:00am to 2:00pm at the Administration Building.

## CONSENT AGENDA

Approval of the Consent Agenda.

A motion was made by Supervisor Moule, seconded by Vice Chair Hansen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	William Moule
SECONDER:	Matt Hansen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

#### 1. GENERAL WARRANT REGISTER - 8/25/24 - 8/31/24

#### 2. DEPARTMENT OF AGRICULTURE

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement No. 24-0307-000-SA with the California Department of Food and Agriculture (CDFA) for the provision of the Nursery Stock Inspection Program in an amount not to exceed \$4,093, effective 7/1/24 and shall terminate 6/30/25

Enactment No: MISC. AGR 2024-294

#### 3. HEALTH SERVICES AGENCY / MENTAL HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment #1 to the agreement with Tehama County Department of Education (Misc. Agreement #2021-14) for the purpose of Mental Health Student Service Act of 2019 grant collaboration administered through the County, thereby amending the maximum compensation not to exceed \$3,174,751, and extending the term until 12/31/26.

Enactment No: MISC. AGR 2024-295

#### 4. HEALTH SERVICES AGENCY / MENTAL HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment #3 with Thomas Milam MD, Inc. dba Iris Telehealth Medical Group (Misc. Agree #2022-194 as amended by Misc. Agree #2023-52 and Misc. Agree #2023-351), for the purpose of locating and arranging for Telepsychiatry Adult Psychiatrists, Telepsychiatry Child Psychiatrists, Telepsychiatry Nurse Practitioners, Telepsychiatry Licensed Marriage & Family Therapists, Telepsychiatry Licensed Clinical Social Workers, and Telepsychiatry Licensed Professional Clinical Counselors to provide locum tenens medical services, thereby increasing the compensation amount not to exceed \$555,000, effective 7/1/22 through 6/30/24.

Enactment No: MISC. AGR 2024-296

## 5. HEALTH SERVICES AGENCY / MENTAL HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Revocable Non-Exclusive License Agreement for the Use of Real Property with Bridgeway Community Church for property located at 345 David Avenue, Red Bluff, for the purpose of conducting County-sponsored meetings and activities involving both County employees and members of the public, and other mutually agreed upon uses with a monthly charge of \$100 per month, effective 9/17/24 and shall terminate 9/16/26.

Enactment No: MISC. AGR 2024-297

24-1484

24-1488

24-13/0

24-1466 24-1376

24-1440

## 6. HEALTH SERVICES AGENCY / PUBLIC HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment #4 to Standard Agreement #22-10299 (Misc. Agree #2022-283 amended by Misc. Agree #2023-021, Misc. Agree # 2023-236 and Misc. Agree # 2024-051) for the California Department of Public Health (CDPH) Women, Infants and Children (WIC) Program, thereby increasing total maximum compensation amount not to exceed \$2,887,211, effective 10/1/22 and shall terminate 9/30/25. Enactment No: MISC. AGR 2024-298

#### 7. HEALTH SERVICES AGENCY / PUBLIC HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign the FY 2024-25 Federal Compliance Requirements of the Immunization Grant No.: 5 NH23IP922612-05-05 with the California Department of Public Health (CDPH), for the purpose of grant funding to provide immunization services to the general public, not to exceed \$34,075, effective 7/1/24 to 6/30/25.

Enactment No: MISC. AGR 2024-299

### 8. TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY 24-1472

a) RESOLUTION - Adoption of a resolution Authorizing the Submittal of Applications for the Department of Resources Recycling and Recovery Beverage Container Recycling City/County Payment Program and Providing Related Authorizations.

Enactment No: RES NO. 2024-077

## **REGULAR AGENDA**

Chairman Leach stated the Addendum item would be first on Regular.

## ADDENDUM

## BOARD OF SUPERVISORS

a) Discussion and possible direction to extend soft hiring freeze.

Supervisor Moule discussed better participation for the hiring freeze and opposes the extension of the hiring freeze.

Supervisor Carlson apologized for misunderstanding of the hiring freeze extension and stated the main purpose was to discuss the effectiveness of soft hiring freeze and know the data.

Supervisor Nolen readdressed the Tehama County Budget plan regarding the soft hiring freeze and depleting the reserves, and stated she did not like the pressure the soft hiring freeze created for department heads and opposes the extension of the soft hiring freeze.

Supervisor Hansen stated it would have been more beneficial if the Board Matter item presented had provided more information to help the decision process to be able to move forward.

In addition, Supervisor Hansen agreed with Supervisor Carlson regarding knowing more about the effectiveness of the soft hiring freeze and appreciated the feedback

24-1494

given from the department heads and seeing their point of view.

Chairman Leach opposed the hiring freeze from the beginning and stated there was not that much of a difference in budget and discussed the Board hiring emergency positions and opposes the extension of the hiring freeze.

Supervisor Carlson stated the majority of these critical positions were approved by the Board and believes it was successful for the departments coming forward to hire critical positions.

In addition, Supervisor Carlson discussed the last hiring freeze that Tehama County did was back in 2014, and wanted to know the results of this current soft hiring freeze if it was effective.

Chief Administrator Gabriel Hydrick confirmed the last hiring freeze in 2014 was not a success and discussed the current metrics of the anticipated budget and loss of saving regarding the 8/27/24 soft hiring freeze.

Auditor-Controller Krista Peterson discussed there will be a conclusory process from each department to know if the soft hiring freeze was successful or not.

In response to Supervisor Nolen, Mr. Hydrick stated the anticipated amount is from the soft hiring freeze.

Supervisor Hansen stated the soft hiring freeze was not a total failure and was an important part of the process and opposes the extension of the hiring freeze.

Mr. Hydrick read a statement from Fiscal Manager Orepa Mamea regarding the implications and the anticipated savings to the General Funds.

In addition, Mr. Hydrick discussed the budget saving, the important positions that were hired during the soft hiring freeze and adjustments made for the end of the year budget.

Supervisor Carlson thanked Mr. Hydrick for the information presented regarding budget savings and opposed the extension of the hiring freeze.

Motion made to not extend the 9/30/24 Soft Hiring Freeze by Supervisor Moule Seconded by Supervisor Nolen.

RESULT:	APPROVED
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

- 9. ECONOMIC DEVELOPMENT PROGRAM UPDATE Red Bluff/Tehama 24-1354 County Chamber of Commerce CEO Dave Gowan
  - a) INFORMATIONAL PRESENTATION AND DIRECTION TO STAFF Regarding the

Red Bluff/Tehama County Chamber of Commerce's economic development program.

Red Bluff Chamber of Commerce CEO Dave Gowan presented the financial reports and highlights of the economic development in Tehama County.

Mr. Gowan stated the request for economic development will be taken from the LATCF Funds not the General Fund and discussed the future plans, visions and momentum.

In response to Supervisor Moule, Mr. Gowan stated there has been a lot of participation and he has met with members from all areas of the County.

In response to Supervisor Hansen, Supervisor Moule discussed the shortfall in the budget and discussed how the Cities benefit from the County's efforts.

In addition, Supervisor Moule discussed the process of economic development, infrastructure, and struggles the County faces with past economic development.

In response to Supervisor Moule, Supervisor Hansen discussed the city's contributions to the process and questioned how the funds are being measured and what has been received and what has been created.

Supervisor Carlson commended Mr. Gowan for his efforts and support for businesses during COVID-19 and is in support of the funding but would like to see what the funds would do regarding vision, expansion details for economic development.

Supervisor Nolen discussed investing with the community and is in support of the funding with ideas to help the growth of the local community and create job opportunities.

Supervisor Hansen appreciated the efforts made by the Red Bluff Chamber of Commerce and is in support of the funding, however, would like to see more resources used within the sister cities and more involvement throughout the county.

In response to Supervisor Hansen, Mr. Gowan stated there has been some involvement within the cities and the main strengths for the Chamber of Commerce is word of mouth, promotion of local events happening within Tehama County and not just Red Bluff.

A resident spoke about the economic development and awareness of opportunities for Love's truck stop proposal and discussed the property of economic development.

Discussion took place regarding developers and defining rumors of Love's truck stop.

City Manager of Corning Brant Mesker expressed his concerns on the engagement and is advocating on behalf of Corning expressing their needs are different than Red Bluff with diversity and outreach.

In addition, Mr. Mesker would like to see a separation between the Red Bluff Chambers

of Commerce and the Tehama County Economic Development.

In response to Mr. Mesker, Supervisor Moule stated the City of Corning has one of the most significant economic development opportunities in the County and discussed Tehama County Economic Development helping other cities beyond Red Bluff.

Discussion took place regarding representation, recognition of opportunities and suggestions on communications and feedback between cities working together as Tehama County Economic Development.

In response to Chairman Leach, Mr. Mesker discussed the impact of Andersons and Sons and resources the Job Training Center provides and discussed the discontinuation of the Job Training Center in Corning.

In response to Mr. Mesker, Mr. Gowan discussed there are still improvements that need to be made for the Tehama County Economic Development and is willing to work more with all the sister cities to see Tehama County thrive.

b) Direction to staff to prepare a Transfer of Funds from LATCF, \$75,000 upon completion of the Adopted Budget process.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

## 10. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson 24

24-1439

a) RESOLUTION - Adoption of a resolution approving the tax rates for Fiscal Year 2024/25 as outlined in Exhibit "A".

Auditor-Controller Krista Peterson stated there was a clerical error on the resolution located in the exhibit part, and the changes made were 0.060 instead of 0.0060.

In addition to the changes, Mrs. Peterson discussed the state tax codes for approved bonds and tax bill changes.

Motion made by Supervisor Moule Seconded by Supervisor Nolen to approve and accept the changes to the resolution.

RESULT:	APPROVED
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach
	Enactment No: RES NO. 2024-078

## 11. PUBLIC WORKS - Director Jim Simon

24-1464

a) BID AWARD - Award the following two contracts for the bid for Job Order Contracting General Paving Services 2024:

1) Outback Contractors, Inc with a weighted Adjustment Factor of 1.3805.

2) T & S Intermodal Maintenance, Inc. dba T& S West with a weighted Adjustment Factor of 1.4150.

Public Works Director Jim Simon discussed the revisions of the bid book and increased outreach efforts.

RESULT:	APPROVED IN ONE MOTION
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

b) ROAD AGREEMENTS - Approval and authorization for the Director to sign the following agreements, with maximum compensation of \$1,500,000 for each contract:

1) ROAD AGREEMENT - Outback Contractors, Inc.

2) ROAD AGREEMENT - T & S Intermodal Maintenance, Inc. dba T & S West.

RESULT:	APPROVED IN ONE MOTION
MOVER:	Matt Hansen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach
	Enactment No: ROAD AGR 2024-015 & 2024-016

# 12. ADMINISTRATION / CORNING VETERANS HALL REMODEL 24-1508 Administrative Services Director Tom Provine 24-1508

a) Informational update and possible direction to staff regarding the final design of the Corning Veterans Memorial Hall Remodel.

Administrative Services Director Tom Provine presented an architectural remodel presentation for the Corning Veterans Hall.

In response to Chairman Leach, Mr. Provine stated everything will be fulfilled within code requirements regarding capacity and hot water.

In response to Supervisor Moule, Mr. Provine stated the escalation number is the typical number being looked ahead when there is no current bid point and is comfortable with all the numbers being presented.

In response to Supervisor Carlson, Mr. Provine stated the decorative architectural trim will be kept in the renovation of the design.

In response to Veteran Mike Taylor, Mr. Provine stated the original patio and hall will be kept in the design.

A veteran discussed the importance and meaning behind the flagpole and the bricks of the Corning Veterans Hall.

In response to the veteran, Mr. Provine stated there will be work around the bricks and discussed brick replacement.

Discussion took place regarding window replacement.

Veteran Taylor expressed his concerns regarding bingo and other events held at the Corning Veterans Hall and questioned where their events will be hosted during the time of construction.

In response to Veteran Taylor, Mr. Provine discussed the contract will be provided sometime in November depending on the finalization of documents and explained the details in the contract with expectations by the end of December.

In response to Supervisor Moule, Mr. Provine discussed the miscellaneous and public funds regarding the moving and storage of equipment used.

County Counsel Margaret Long clarified the legal process of moving and storage regarding public funds pertaining to government purposes.

In response to Supervisor Carlson, Veteran Taylor discussed the open communication with Los Molinos Veterans Hall as substitute location for hosting their bingo however there are complications revolving compensation.

Discussion took place regarding accommodations for the Corning Veterans Hall veterans' hall functions, and the Board policy for daily events and direction to staff on assistance.

In response to Mr. Provine, Chairman Leach stated there are no questions regarding architectural design and to move forward with the project.

#### 13. APPROVAL OF MINUTES - Clerk & Recorder Sean Houghtby 24-1522

a) Waive the reading and approve the minutes of the regular meeting held 8/20/24.

Supervisor Carlson stated she would like a change in the way the minutes are titled.RESULT:APPROVEDMOVER:William MouleSECONDER:Candy CarlsonAYES:Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair<br/>Hansen, and Chairperson Leach

#### **FUTURE AGENDA ITEMS**

Supervisor Carlson asked for an agenda item to discuss providing assistance to Corning Veterans Hall with their functions during the renovation process (Consensus Received).

#### 11:19 A.M. RECESS

1:30 P.M.

#### 1:30 P.M. RECESS to convene as the Tehama County Board of Equalization

#### 22. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor 24-1367 Burley Phillips

a) Assessment Appeal No. 5-2023, Daultine J. Brophy - Hearing on the Appeal.

Senior Deputy County Counsel Daniel Klausner presented a brief introduction of the on the assessment appeal and rules and introduced Tehama County Assessor representative Law Clerk Devon Nishimura.

The clerk affirms all the witnesses present who are testifying at the hearing.

Law Clerk Devon Nishimura presented the case for Tehama County Assessor to deny the appeal.

In response to Supervisor Carlson, Mr. Nishimura stated the date of transfer took place on 11/22/22 which caused a reassessment of the property.

In response to Supervisor Moule, County Assessor Burley Phillips stated this assessment was completed after this date and explained the process of the deed and review for revaluation.

In response to Supervisor Nolen, Mr. Phillips stated there was a 50 percent change in the deed which was a 50 percent reassessment according to the revenue and taxation codes, and explained the case presented regarding the change in ownership.

The plaintiff Daultine Brophy represented her side of the case and read a letter from her previous co-ownership status of the quick claim deed.

In response to Supervisor Hansen, Ms. Brophy stated she did not have a copy of the quick claim deed.

Mr. Nishimura stated there is a copy of the grant deed going back to Ms. Brophy, however, the material is not required in this procedure.

Mr. Phillips stated the Assessor's department has worked with Ms. Brophy; however, they are looking for the financial institution requirement for the indication for the financial purposes.

In response to Supervisor Nolen, Mr. Phillips stated there was a well put in during this timeframe and the evidence of well doesn't meet the transfer of the property requirement.

Mr. Nishimura finalized his statement of valid proof of evidence from Ms. Brophy and did not qualify the exclusion for the change in ownership determination and asked the Board to deny the claim.

In response to Supervisor Carlson, Mr. Nishimura explained the terms of domestic partners and qualifications.

Supervisor Moule stated this is only the first half of the hearing and the second half

would still be an appeal made for the amount of increase.

Motion made by Supervisor Hansen, Seconded by Supervisor Moule to deny this appeal based on the evidence presented.

RESULT:	APPROVED
MOVER:	Matt Hansen
SECONDER:	William Moule
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

#### 1:56 P.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

Chairman Leach reopened public comment.

Supervisor Nolen read a letter from Jenny Alexander.

#### **REPORTABLE ACTIONS FROM CLOSED SESSION**

14. CLOSED SESSION a) PERSONNEL /PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Social Services Director (New Appointment Onboarding)

Report Out: Evaluation held.

15. CLOSED SESSION a) ANTICIPATED LITIGATION -Conference with Legal Counsel (Government Code Section 54956.9, subdivision (d)(2)) Brown Act Violations

**Report Out:** Board of Supervisors has found that no Brown Act violations occurred.

16. CLOSED SESSION a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part Two of the Librarian Annual Performance Evaluation Process

Report Out: Evaluation held.

17. CLOSED SESSION a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Negotiators: Che Johnson & Coral Ferrin Employee Organization: Tehama County Deputy Sheriff's Association

**Report Out:** Direction given to negotiators.

18. CLOSED SESSION a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) 1) Property: APN 029-270-032-000 Agency Negotiator: Gabriel Hydrick Negotiating Party: Red Bluff Joint Union High School District, Representative Todd Brose Under Negotiation: Terms of Payment

**Report Out:** Direction given to negotiators.

19. CLOSED SESSION a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Matthew Goitia Agency claimed against: Tehama County

Report Out: Claim denied 5-0

20. CLOSED SESSION a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Peaker Energy Agency claimed against: Tehama County

**Report Out:** Claim denied 5-0

21. CLOSED SESSION a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Pelorus Terminals LLC. Agency claimed against: Tehama County

Report Out: Claim denied 5-0

#### ADJOURN

2:00 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: September 19, 2024

APPROVED

Chairman of the Board of Supervisors

SEAN HOUGHTBY, Clerk of the Board of Supervisors

by\_\_\_\_\_ Deputy

Tehama County Tuesday, September 24, 2024 6:00 PM Board of Supervisors Meeting Minutes



727 Oak Street, Red Bluff, CA 96080 (530) 527-4655 http://www.tehama.gov Board Chambers

William Moule, District 1 Candy Carlson, District 2 Pati Nolen, District 3 Matt Hansen, District 4, Vice Chair John Leach, District 5, Chairman

Gabriel Hydrick Chief Administrator

> Margaret Long County Counsel

Sean Houghtby Clerk of the Board (530) 527-3287

#### **REGULAR NIGHT MEETING**

#### 6:00 PM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Present:

Supervisor William Moule, Supervisor Candy Carlson, Supervisor Pati Nolen, Vice Chair Matt Hansen, and Chairperson John Leach

Chairman Leach presided. Present in the chambers were Clerk of the Board Sean Houghtby by Deputy Jennifer Vise, County Counsel Margaret Long, and Administrative Services Director Tom Provine.

#### **PUBLIC COMMENT**

Kathy Nelson commented on the Board's policy not to answer questions brought up in public comment.

A resident asked for something to be done about the traffic accidents occurring at the intersection of Paskenta and Luther roads.

Louise Wilkinson thanked Public Works for the work done on Lake California Drive and asked more to be done in preparation of the upcoming winter months.

District Attorney Matt Rogers stated item #21 will be pulled and a study session will be coming to the Board soon.

Supervisor Carlson discussed her town hall meeting regarding medical marijuana last evening and thanked the speaker and attendees.

John Prinz also discussed the town hall meeting and mentioned other people who he said are experts regarding medical marijuana.

#### ANNOUNCEMENT OF AGENDA CORRECTIONS

The Clerk announced Regular item # 19 would be heard before #18 and Regular item #21 has been withdrawn.

### PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

14. CLOSED SESSION 24-1238 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Social Services Director (New Appointment Onboarding)

Report out: Evaluation held.

15. CLOSED SESSION 24-1372 a) ANTICIPATED LITIGATION - Conference with Legal Counsel (Government Code Section 54956.9, subdivision (d)(2)) Brown Act Violations CLOSED SESSION

**Report out:** Board of Supervisors has found that no Brown Act violations occurred.

16. PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part Two of the Librarian Annual Performance Evaluation Process

Report out: Evaluation held.

17. EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Negotiators: Che Johnson & Coral Ferrin Employee Organization: Tehama County Deputy Sheriff's Association

Report out: Direction given to negotiators.

18. CLOSED SESSION 24-1523 a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) 1) Property: APN 029-270-032-000 Agency Negotiator: Gabriel Hydrick Negotiating Party: Red Bluff Joint Union High School District, Representative Todd Brose Under Negotiation: Terms of Payment

Report out: Direction given to negotiators.

19. CLOSED SESSION 24-1539 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Matthew Goitia Agency claimed against: Tehama County

Report out: Claim denied 5-0.

20. CLOSED SESSION 24-1540 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Peaker Energy Agency claimed against: Tehama County

**Report out:** Claim denied 5-0.

21. CLOSED SESSION 24-1541 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Pelorus Terminals

Report out: Claim denied 5-0.

#### **BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE**

Fire Committee (Standing) (Leach, Hansen) - Not met.

Public Works Committee (Standing) (Leach, Nolen) - Met.

Veterans Halls Advisory Committee (Standing) (Carlson, Leach) - Meeting on 10/8 at 1:30 in Board Chambers.

Rescue Act Ad Hoc Committee (Carlson, Moule) - Met last Friday.

Public Safety Tax Initiative Working Group (Hansen, Moule) - Not met.

Personnel Procedures & Guidelines Ad Hoc Committee (Hansen and Carlson) - Met.

#### **REPORTS OF MEETINGS ATTENDED INCLUDING AB1234**

Supervisor Moule - TCTC.

Supervisor Carlson - NACO, and CSAC.

Supervisor Nolen - Sacramento-San Joaquin Delta Conservancy meeting.

Supervisor Hansen - None.

Chairman Leach - None.

#### ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Agricultural Commissioner Tom Moss announced the Cattleman's meeting at the Fairground on 9/25/24 at 6:30 pm in Tehama Room to discuss the Park Fire.

#### **CONSENT AGENDA**

Approval of the Consent Agenda

A motion was made by Supervisor Moule, seconded by Supervisor Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

#### 1. GENERAL WARRANT REGISTER - 9/1/24 - 9/7/24

#### 24-1514

#### 2. AUDITOR'S CLAIMS

#### 24-1511

- a) Court Operations, 2009-555210, State Treasurer-Cash Mgmt Div, \$ 23,122.50.
- b) Court Operations, 2009-555210, State Treasurer-Cash Mgmt Div, \$ 156,990.00.
- c) Court Operations, 2026-53221, Law Office of Benjamin E. Magid, \$1,568.00.

#### 3. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES 24-1468

- a) DONATION Approval and authorization for the Director of Animal Services to accept the following monetary donations to the Tehama County Animal Care Center's donation account:
  - 1) \$500 from Pam Thorton to universal donation fund
  - 2) \$500 from Northridge Eye Care to universal donation fund
  - 3) \$500 from Kimberley Gallagher to medical donation fund
  - 4) \$1,000 from Karen Leonard to medical donation fund
  - 5) \$2,992 from Lori Holmes to kennel renovation/building donation fund
  - 6) \$500 from Gretchen Koch to medical donation fund
  - 7) \$500 from Brian Laheney to medical donation fund
  - 8) \$500 from Bill Weingart to medical donation fund
  - 9) \$500 from Larry Koch to medical donation fund
  - 10) \$1,000 from Crash Fund Inc to S/N Trust Fund

#### 4. AUDITOR / EQUIPMENT INVENTORY REPORT

#### a) CHILD SUPPORT

1) Lanier MP 5002 SP Copier x2, 30263, 30264, Junked

#### b) SHERIFF

- 1) Polycom Realpresence Com, 29811, Junked
- 2) Livescan Machine/records x2, 32071, 32072, Junked

#### 5. **HEALTH SERVICES AGENCY / CLINIC DIVISION**

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Modification #2 to the subcontract agreement (Misc. Agreement #2023-153) with Advocates for Human Potential, Inc. (AHP) for the purpose of providing funding for the increase, improvement, and expansion of the California Hub and Spoke System, thereby increasing the total funding amount to \$162,084.81, and extending the period of performance to 1/1/23 through 9/29/24.

Enactment No: MISC, AGR 2024-300

#### 6. SHERIFF / PERSONNEL

a) OTHER THAN "A" STEP - Approval to appoint applicant as Public Safety Vehicle & Equipment Mechanic I, Range 21, Step 2, upon successful completion of all pre-employment requirements.

#### 7. SHERIFF'S OFFICE

a) AGREEMENT - Approval and authorization for the Sheriff to sign the Lease Agreement with Peter Norman Giorvas for the provision of providing the use of the premises located at 774 Antelope Blvd., Red Bluff for a fixed monthly sum of \$4.300. effective from 10/1/24 to 9/30/27.

Enactment No: MISC, AGR 2024-301

#### 8. SHERIFF'S OFFICE / PROBATION DEPARTMENT

a) AGREEMENT - Approval and authorization for the Sheriff and the Chief Probation Officer to sign the Interagency Memorandum of Understanding for the purpose of providing Computer Voice Stress Analyzer (CVSA) examinations to pre-employment applicants, in the amount of \$400 for each CVSA examination conducted with a maximum compensation not to exceed \$4,000, effective 8/1/24 through 7/31/25.

Enactment No: MISC, AGR 2024-302

#### 9. SOCIAL SERVICES / COMMUNITY ACTION AGENCY

a) AGREEMENT - Approval for the Director to sign Subcontract SUB 21-012, Amendment 5 with Chico State Enterprises, (Misc. Agree #2021-322 amended by 2022 -172, and 2022-377 on behalf of the Area 3 Agency on Aging for the American Rescue Plan Act (ARPA) funds, to extend the term from 9/30/24 to 9/30/25. Enactment No: MISC. AGR 2024-303

#### **REGULAR AGENDA**

#### 10. PROBATION / SOCIAL SERVICES / LANDFILL-SOLID WASTE / 24-1546 **FACILITIES MAINTENANCE / PUBLIC WORKS**

### 24-1521

24-1563

188

24-1543

### 24-1564

24-1498

a) Approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

PROBATION

1) Travis Lindsey, 20 years

SOCIAL SERVICES

1) Shannon Anthony, 10 years

2) Dahisy Ramirez, 10 years

LANDFILL-SOLID WASTE 1) Paul Freund. 10 years

FACILITIES MAINTENANCE

1) William E. Roudebush, 40 years

Facilities Manager Levi Conner gave a brief review of William Roudebush's career in Tehama

County and thanked him for his 40 years of service to the County.

Social Services Director Bekkie Emery reviewed the careers of both Dahisy Ramirez and Shannon Anthony.

b) Approval of retirement award to the following employee in recognition of her many years of faithful and dedicated service to the County of Tehama.

PUBLIC WORKS 1) Cynthia Pili, 18 years

Public Works Director Jim Simon recognized Cynthia Pili's years of service to the County and wished years of happiness in her retirement.

Supervisor Carlson thanked Paul Freund for his service to the County.

RESULT:	APPROVED IN ONE MOTION
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

# 11. RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY 24-1565 District Manager Jon Barrett and Project Manager Brin Greer 24-1565

a) INFORMATIONAL PRESENTATION - Regarding presentation of Resource Conservation District of Tehama County Fiscal Year 2022-23 Annual Report Project Manager Brin Greer and District Manager Jon Barrett reviewed the Resource Conservation District 2022-23 Annual Report.

Ms. Greer reviewed the financial summary, year in numbers, and what's next in 2023-24.

In response to Chairman Leach, Mr. Barrett stated they don't believe they lost a lot of timber ground in his district on the Dye Creek preserve.

In response to Supervisor Moule, Mr. Barrett said the length of the grants vary and Crane Mills planted most of the new trees.

Ed Baker asked if this a federal, state or County program.

In response to Mr. Baker, Mr. Barrett stated most of their funding comes from various grants and Ms. Greer added it is up to property owners to maintain 100 feet of defensible space.

In response to Supervisor Carlson, Ms. Greer said the Hardwood Advisory Committee would be the one to address the health issues with the Heritage Oak trees in the County.

Ms. Greer said Tinder Smart Tehama is a program to address hazardous vegetation on property.

Michael Kain asked if the trees are salvageable for timber.

Mr. Barrett stated they Biomass most of the timber and no one is making money off the timber.

Carolyn Morgan talked about defensible space and commented about CARB and not be able to purchase gas powered equipment in the state any longer.

#### 12. BOARD OF SUPERVISORS - Park Fire Emergency Continuations 24-1566

a) Determine that there is a need to continue the emergency proclamation issued by the Sheriff as Director of Emergency Services, proclaiming the existence of the local emergency in Tehama County caused conditions of peril.

Administrative Services Director Tom Provine thanked the Resource Conservation District for their assistance with the Park Fire.

RESULT:	APPROVED
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

b) Determine that there is a need to continue the local health emergency proclamation issued by the Tehama County Public Health Officer, proclaiming the existence of the local emergency in Tehama County caused conditions of peril.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	William Moule
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

#### 13. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

24-1544

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with AMN Healthcare Locum Tenens, Inc. for the purpose of locating and arranging for locum tenens Physician(s), Psychiatrist(s), Psychiatric Nurse Practitioner(s), Nurse Practitioner(s) or Physician's Assistant(s) to provide medical services at the placement address for the maximum amount not to exceed of \$1,500,000 during any fiscal year, effective 9/1/24 and shall terminate 6/30/26.

RESULT:	APPROVED
MOVER:	Candy Carlson
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach
	Enactment No: MISC. AGR 2024-304

#### 14. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke 24-1545

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment #1 to the agreement with Netsmart Technologies, Inc. (Misc. Agreement #2023-205) for the provision of electronic health record software licenses, maintenance, and mandatory implementation of new state requirements for CalAIM, thereby adding RevConnect Clearinghouse Services to the master agreement, and increasing the maximum compensation to \$849,531.12, effective 7/1/22 and shall terminate 6/30/25.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach
	Enactment No: MISC. AGR 2024-305

#### 15. PUBLIC WORKS / ADMINISTRATION - Chief Administrator Gabriel 24-1460 Hydrick

a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment to the Employment Agreement with James Simon (Misc. Agree. #2020-270) for the position of Director of Public Works, thereby extending the employment contract until 1/8/25.

RESULT:APPROVEDMOVER:Pati NolenSECONDER:Matt HansenAYES:Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair<br/>Hansen, and Chairperson Leach<br/>Enactment No: MISC. AGR 2024-306

#### 16. PUBLIC WORKS - Director Jim Simon

#### 24-1554

a) AGREEMENT - Approval and authorization for the Director to sign Amendment No.1 with Vestis Uniforms (formerly Aramark Uniform Services) (Misc. Agree #2019-80) for the provision of laundry services, increasing compensation by

8,500.
)VED
len
Carlson
isor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
n, and Chairperson Leach
nent No: MISC. AGR 2024-307

#### 17. PUBLIC WORKS - Director Jim Simon

24-1529

a) ROAD AGREEMENT - Approval and authorization for the Director to sign Amendment #2 to the Agreement with Consor Engineering (formerly Quincy Engineering), (Road Agree. # 2019-19 amended by #2022-3) for the purpose of providing construction management services related to the Jellys Ferry Road at Sacramento River Bridge Replacement Project; thereby extending the Performance Period from five (5) years to six (6) years.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach
	Enactment No: ROAD AGR 2024-017

Chairman Leach announced item #19 would be heard next.

#### 19. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson 24-1492

a) RESOLUTION - Adoption of a resolution establishing the Fiscal Year 2024-

25, Adopted Budget for Tehama County with the total requirement of \$280,495,954.

Auditor Controller Krista Peterson reviewed the 2024-25 operating budget for Tehama County. Mrs. Peterson reviewed the Budget Summary of all Funds, Revenue, Expenses, Transfers Out, Carryover Calculation, and use of Fund Balance.

Supervisor Carlson thanked Mrs. Peterson for her budget presentation.

In response to Supervisor Carlson, Administrative Fiscal Analyst Orepa Mamea stated they increased the budget line item for extra help in the vet hall budgets.

Louise Wilkinson thanked Mrs. Peterson for her budget presentation.

RESULT:APPROVEDMOVER:William MouleSECONDER:Pati NolenAYES:Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair<br/>Hansen, and Chairperson Leach<br/>Enactment No: RES NO. 2024-079

 18. ADMINISTRATION / PERSONNEL - Personnel Director Coral Ferrin
 24-1550

 a) RESOLUTION - Adoption of a resolution adopting the Position Allocation
 List for FY 2024-25.

RESULT:APPROVEDMOVER:William MouleSECONDER:Matt HansenAYES:Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair<br/>Hansen, and Chairperson Leach<br/>Enactment No: RES NO. 2024-080

#### 20. SHERIFF'S OFFICE - Sheriff Dave Kain

24-1527

a) AGREEMENT - Approval and authorization for the Chairman and Sheriff to sign Amendment #1 with Employers Investigative Services (Misc Agree. #2022-264), for the purpose of providing personnel related investigations to the County, thereby amending the maximum amount not to exceed \$120,000, effective 8/1/22 through 7/31/25.

RESULT:APPROVEDMOVER:William MouleSECONDER:Pati NolenAYES:Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair<br/>Hansen, and Chairperson Leach<br/>Enactment No: MISC. AGR 2024-308

#### 21. PERSONNEL / ELECTED OFFICIALS - District Attorney Matt Rogers 24-1500

 a) ORDINANCE NO. 2139 - Consider adoption of an ordinance establishing the salaries and compensation of certain elected officials of the County of Tehama effective 11/1/2024, thereby adding a CPI adjustment to salaries of certain elected

2) Accept the introduction

**RESULT:** WITHDRAWN

#### 22. APPROVAL OF MINUTES - Clerk & Recorder Sean Houghtby 24-1631

a) Waive the reading and approve the minutes of the regular meeting held 8/27/2024

**RESULT:** APPROVED

MOVER: Pati Nolen

SECONDER: William Moule

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

#### FUTURE AGENDA ITEMS

Supervisor Carlson asked for Public Works to review the traffic intersection at Paskenta and Luther roads. (Consensus Received)

#### ADJOURN

7:48 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: September 26, 2024

#### APPROVED

Chairman of the Board of Supervisors

SEAN HOUGHTBY, Clerk of the Board of Supervisors

by\_\_\_\_\_ Deputy



Agenda Request Form

File #: 24-1513

Agenda Date: 10/8/2024

Agenda #: 11.

#### **COMMITTEES & COMMISSIONS**

#### **Requested Action(s)**

a) COMMUNITY ACTION AGENCY TRIPARTITE ADVISORY BAORD -One appointment to fill the unexpired term of Samantha Andrews as Private Representative with term expiring 12/31/25 (Interested person: Laura Sullivan)

#### **Financial Impact:**

There is no financial impact.

#### **Background Information:**

At the Community Action Agency Tripartite Board meeting held on August 15, 2024 the board recommended and approved these appointments.



#### TO: CLERK OF THE BOARD

FROM: David Madrigal Program Manager

#### RE: COMMUNITY ACTION AGENCY TRIPARTITE BOARD REAPPOINTMENTS

The Community Action Agency Tripartite Board received notification from the City of Tehama and appointed Sandy Harp to serve as the City's representative to the Tehama County Community Action Agency, who replaced former Councilman Robert Christison.

Appointment of Private Sector Representative, Laura Sullivan (filling the vacancy of Samantha Andrews). Position will expire 12/31/2025.

Please call me if you have any questions.

Respectfully Submitted,

David Madrigal Program Manager 530-528-4046 Tehama County Community Action Agency



#### Agenda Request Form

File #: 24-1518

**Agenda Date:** 10/8/2024

Agenda #: 12.

#### AG EXTENSION - Director Josh Davy, 4-H Ambassadors and 4-H BLAST Team members

#### Requested Action(s)

a) PROCLAMATION - Request adoption of the 4-H Week Proclamation proclaiming the week of October 6-11, 2024, as National 4-H Week throughout Tehama County with the introduction of the 2024/2025 4-H Leadership teams; Ambassador members & BLAST Members (Becoming Leaders & All-Star Trainee)

#### Financial Impact:

None.

#### Background Information:

4-H is the largest youth development program in the US, having had nearly six million youth enroll in the program. Currently, Tehama County host 510 youth enrolled in the program with a goal of developing well rounded leaders for our County's future. Tehama County Cooperative Extension (Ag Extension) serves as the delivery mechanism for 4-H in Tehama County. The proclamation's intent is to highlight the efforts of both youth and adult 4-H volunteers to create effective future Tehama County leaders with proficiency in responsibility and community involvement.







WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 510 youth in Tehama County to become confident, independent, resilient and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture and citizenship; and

WHEREAS, California 4-H is delivered by University of California Cooperative Extension, the research and outreach arm of the University of California's Agriculture and Natural Resources; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Tehama County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs and visionaries;

NOW, THEREFORE, I, John Leach, do hereby proclaim October 6 - 11, 2024 as NATIONAL 4-H WEEK throughout Tehama County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

John Leach Chairman, Tehama County Board of Supervisors October 8, 2024

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**Tehama County** 

Agenda Request Form

File #: 24-1638

Agenda Date: 10/8/2024

Agenda #: 13.

#### **EMPOWER TEHAMA - Outreach Manager Jennifer Moniz**

#### Requested Action(s)

a) PROCLAMATION - Request adoption of a proclamation proclaiming the month of October as "National Domestic Violence Awareness Month" in Tehama County

#### Financial Impact:

None.

#### Background Information:

The month of October is annually recognized as National Domestic Violence Awareness. This proclamation is to help create awareness and support to all members of the community and to participate in awareness events and activities planned by Empower Tehama, to help work together to end domestic violence.

### DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION · OCTOBER 2024

**WHEREAS** October is annually recognized as National Domestic Violence Awareness Month;

**WHEREAS** domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities;

**WHEREAS** there is a need to provide education, awareness and understanding of domestic violence and its causes;

**WHEREAS** domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California;

**WHEREAS** approximately 43% of California women and 42% of California men experience physical intimate partner violence, in their lifetimes;

**WHEREAS** the presence of a gun in a domestic violence situation increases the risk of homicide by 500%;

**WHEREAS** domestic violence is the third leading cause of homelessness among families in the United States;

**WHEREAS** children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems;

**WHEREAS** all survivors deserve access to culturally responsive programs and services to increase their safety and self-sufficiency;

**NOW THEREFORE**, in recognition of the importance of community involvement in breaking the cycle of domestic violence, I do hereby proclaim the month of October to be National Domestic Violence Awareness month, and encourage all community members to support and participate in awareness events and activities planned by Empower Tehama, our local domestic violence assistance and prevention program, work together to end domestic violence, and make clear to perpetrators of domestic abuse that family violence will not be tolerated in our community.

**PROCLAIMED:** This 8<sup>th</sup> day of October 2024

#### ATTEST:



Agenda Request Form

File #: 24-1651

Agenda Date: 10/8/2024

Agenda #: 14.

#### **BOARD OF SUPERVISORS**

#### Requested Action(s)

a) Discussion and possible direction to staff regarding questions associated with the Corning Veterans Hall remodel project

#### Financial Impact:

Unknown at this time. Financial impact will be determined by any direction provided by the Board during discussion.

#### **Background Information:**

On September 17, 2024, Supervisor Carlson requested an agendized item to address any questions regarding the presentation of the Corning Veterans Hall remodel.



File #: 24-1668

Agenda Date: 10/8/2024

Agenda #: 15.

#### DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Thomas Moss and Agricultural Biologist/W&M Specialist Kim Smith

#### Requested Action(s)

a) INFORMATIONAL PRESENTATION - Regarding the 2023 Tehama County Agricultural Crop & Livestock Report

#### Financial Impact:

There is no Financial Impact.

#### Background Information:

This is a presentation of the 2023 Tehama County Agricultural Crop & Livestock Report.

# TEHAMA COUNTY CROP & LIVESTOCK REPORT





#### **RED BLUFF WILD ART HORSES**

Tehama Creatives and the Red Bluff Arts District have joined forces in bringing the Red Bluff Wild Art Horses project to life.

The Wild Art Horses honor the old tradition of running horses down Main Street during the Red Bluff Round up festivities.

The horses are sponsored by local businesses and individuals, painted by local artists, welded by the Red Bluff High School welding department, and displayed around town.

Locations of the horses can be found on the Red Bluff Arts District website <u>www.rbartsdistrict.com</u> and click on the art map.





### COUNTY OF TEHAMA Department of Agriculture

1834 Walnut Street • P.O. Box 38 • Red Bluff, CA 96080 PHONE: (530) 527-4504 FAX: (530) 529-1049

Thomas A. Moss Agricultural Commissioner Sealer of Weights & Measures tmoss@tehama.gov Ryan Knight Deputy Agricultural Commissioner <u>rknight@tehama.gov</u>

Karen Ross, Secretary, California Department of Food and Agriculture

The Honorable Board of Supervisors, Tehama County Bill Moule, District 1 Candy Carlson, District 2 Pati Nolen, District 3 Matt Hansen, District 4 John Leach, Chair, District 5

It is my pleasure to present the 2023 Tehama County Crop and Livestock Report that is prepared pursuant to the provisions of Section 2279 of the California Food and Agricultural Code. This annual report is a summary estimate of acreage, yields, and production values for the agricultural industry in Tehama County. All figures in the report represent gross values only and do not reflect net income of producers.

The total gross value of Tehama County agricultural production in 2023 was \$303,366,000. This represents an increase of 34% (\$76,547,800) from the value in 2022.

Walnuts were once again Tehama County's top crop with an overall value of \$54,571,900. Fruit and nut crops continued to be the top producing category, with a total value of \$185,295,400, which represents an overall increase of 53% from 2022.

Walnuts increased by (21%), due to increased yields. Other crops that increased in value include: almonds (111%), table olives (270%), oil olives (83%) prunes (14%), grapes (59%) apiary products & services (24%), vegetable crops (25%), nursery (47%), beef cattle (27%).

Field crops decreased in value by (19%) due to lower values across the board and seed crop value decreased by (43%) due to a significant drop in the number of acres planted, pistachios (-41%), livestock/poultry products (-30%)

The top five highest value agricultural commodities for Tehama County in 2023 were:

Walnuts\$54,571,900Almonds\$50,609,000Table Olives\$30,173,100Beef\$29,549,100Apiary\$26,078,900

My sincere appreciation is extended to the growers, processors, government agencies, and others that provided information used in preparing this report. This publication would not be possible without their combined efforts. I wish to thank my staff that assisted in compiling this report with special recognition to Agricultural Biologist Kim Smith for the report's overall coordination and production.

Respectfully submitted,

Thomas A. Moss Agricultural Commissioner/Sealer of Weights & Measures

### TOP 5 HIGHEST VALUE CROPS



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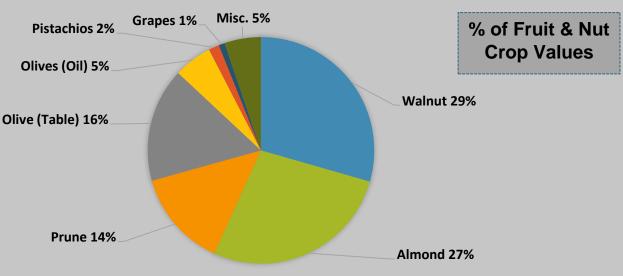




### FRUIT AND NUT CROPS

Сгор	Year	Bearing Acres	Yield (tons/acre)	Total Tons	Value/ Ton	Total Value
Almond (meats)	2023	20,872	0.71	14,819	\$3,415	\$50,609,000
	2022	19,970	0.38	7,589	\$3,157	\$23,958,500
Olives, Table**	2023	3,842	6.13	23,551	1,281	30,173,100
	2022	3,867	1.88	7,271	1,122	8,156,200
Olives, Oil**	2023	3,635	3.99	14,504	698	10,123,600
	2022	3,790	2.02	7,656	721	5,523,000
Prunes	2023	5,168	2.42	12,507	2,061	25,775,100
	2022	5,094	2.03	10,340	2,186	22,607,400
Walnuts (in shell)	2023	30,203	2.39	72,185	756	54,571,900
	2022	30,665	1.96	60,104	753	45,276,900
Grapes**	2023	204	4.57	932	1,705	1,588,700
	2022	209	2.46	513	1,943	996,800
Pistachios	2023	682	1.24	846	3,307	2,797,700
	2022	737	1.53	1,128	4,189	4,725,200
Miscellaneous*	2023					9,656,300
	2022					9,826,900
Total	2023					\$185,295,400
	2022					\$121,070,900

\*Misc.: Almond Hulls, Apples, Apricots, Blueberries, Cherries, Mandarins, Oranges, Organic Figs, Peaches, Pecans, Persimmons, Pomegranates, Walnut Shells, Citrus, Stone Fruit, & Pome Fruit. \*\*Reported yield for grapes and olives reflects loss due to severe weather conditions in various areas of the county in 2022.



Tehama County-Crop & Livestock Report 2023 1



### FIELD CROPS

Сгор	Year	Harvested Acres	Yield (tons/acre)	Total Tons	Value/Ton	Total Value
Wheat Hay	2023	2,467	2.59	6,390	\$235	\$1,501,700
	2022	2,453	2.67	6,550	\$309	\$2,024,000
Corn	2023	386	4.70	1,814	176	319,300
	2022	687	4.90	3,366	273	918,900
Alfalfa Hay	2023	1,399	5.04	7,051	234	1,649,900
	2022	1,132	4.02	4,551	341	1,551,900
Grain Hay	2023	1,069	3.50	3,742	207	774,600
	2022	826	3.48	2,874	249	715,600
Hay, Other**	2023	1,961	3.30	6,471	245	1,585,400
	2022	1,152	2.85	3,283	327	1,073,500
Miscellaneous*	2023					975,200
	2022					2,145,700
Total	2023					\$6,806,100
*Misc · Barley Beans Hons La	2022	() A M() L D				\$8,429,600

\*Misc.: Barley, Beans, Hops, Lavender, Loofah, Safflower, & Wild Rice. \*\*Moved Rye Grass, and Sudan Grass Hay from Miscellaneous to Hay, Other.





### SEED CROPS

	Year	Harvested Acres	Total Value	
Miscellaneous*	2023	76	\$970,100	
	2022	121	**\$1,692,700	
*Includes Certified and Uncertified Sunflowers & Wheat				

\*\*Increase in seed prices

### VEGETABLE CROPS

	Year	Harvested Acres	Total Value	
Misc. Vegetables*	2023	152	\$455,100	
	2022	121	\$363,000	
*Includes Certified Farmer's Markets & Roadside Stands				

## NURSERY PRODUCTS

	Year	Total Value
Nursery*	2023	\$21,746,500
	2022	\$14,748,400
*Includes Bamboo, Berries, Grap		



### LIVESTOCK AND POULTRY

	Year	Number of Head Sold	Total Live Weight (cwt)	Value/cwt	Total Value
Calves	2023	5,301	29,101	\$205	\$5,965,700
	2022	5,359	29,422	\$180	\$5,296,000
Feeders	2023	12,368	86,578	195	16,882,700
	2022	12,505	87,534	144	12,604,900
Registered Stock	2023	351			2,451,200
	2022	332			2,306,989
Cows & Bulls	2023	3,392	44,732	95	4,249,500
	2022	3,456	45,576	68	3,099,200
Dairy Cattle	2023				2,026,600
	2022				1,751,000
Meat Goats	2023	2,500	2,500	284	710,000
	2022	2,500	2,500	322	805,000
Misc. Livestock*	2023				2,692,200
	2022				2,526,400
Total	2023				\$34,977,900
	2022				\$28,389,500

\*Misc.: Aquaculture, Sheep & Lambs, Hogs & Pigs, Bison, Poultry, Rabbits, & Misc. Fowl





### LIVESTOCK AND POULTRY PRODUCTS

	Year	Production	Value	Total Value
Milk*	2023	608,430 cwt	\$19.20/cwt	\$11,681,900
	2022	619,905 cwt	\$24.95/cwt	\$15,466,600
Animal Fiber**	2023	2,055 hd	1.80/lb	36,990
	2022	2,055 hd	1.40/lb	28,770
Eggs	2023			310,300
	2022			1,661,400
Total	2023			\$12,029,200
	2022			\$17,156,800
*Source: National Agricultural Stati	istics Service			

\*\*Animal Fiber: Includes Wool & Alpaca Fiber

### PASTURE AND RANGE

	Year	Acres	Value/Acre	Total Value
Irrigated Pasture	2023	16,708	\$240	\$4,009,900
	2022	17,476	\$240	\$4,194,200
Range	2023	912,988	12.00	10,955,900
	2022	913,098	10.70	9,770,100
Stubble*	2023	4,689	8.75	41,000
	2022	5,257	8.75	46,000
Total	2023			\$15,006,800
	2022			\$14,010,300
*Includes Rice, Sudan, Barley & Wheat				



### APIARY PRODUCTS AND SERVICES

	Year	Colonies	Value/Colony	Total Value	
Pollination	2023	42,719	\$201	\$8,586,600	
	2022	40,971	\$201	\$8,235,100	
Apiary Products*	2023			17,492,300	
	2022			12,721,900	
Total	2023			\$26,078,900	
	2022			\$20,957,000	
*Includes Honey, Queens, Wax, & Package Bees					



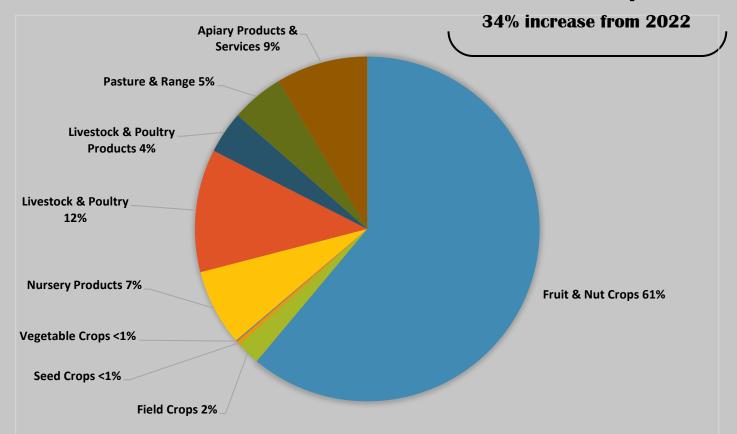
### TIMBER PRODUCTS

	Year	Harvested Board Feet	Total Value
Timber Products*	2023	62,463,000	\$9,433,054
	2022	22,084,000	\$2,150,831
*Data Provided by National Agricultural Statistics Service			



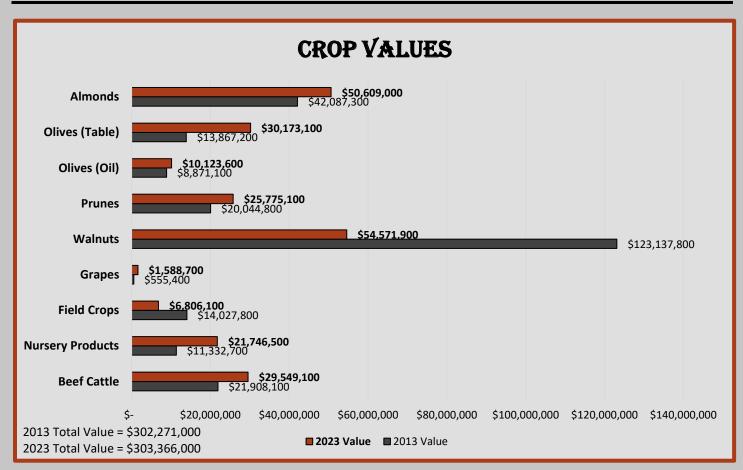
### \$303,366,000

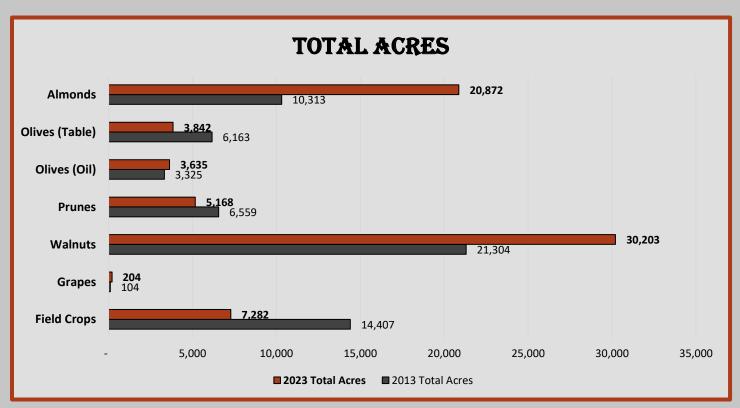
### **2023 Total Crop Value**



Commodity	2021	2022	2023	2022-2023 % Change
Fruit & Nut Crops	\$228,340,500	\$121,070,900	\$185,295,400	53%
Field Crops	6,995,600	8,429,600	6,806,100	-19%
Seed Crops	819,200	1,692,700	970,100	-43%
Vegetable Crops	281,800	363,000	455,100	25%
Nursery Products	17,600,400	14,748,400	21,746,500	47%
Livestock & Poultry	32,474,500	28,389,500	34,977,900	23%
Livestock & Poultry Products	12,542,900	17,156,800	12,029,200	-30%
Pasture & Range	14,032,000	14,010,300	15,006,800	7%
Apiary Products & Services	19,976,900	20,957,000	26,078,900	24%
Total	\$333,063,800	\$226,818,200	\$303,366,000	34%

### A GLIMPSE INTO THE PAST





Tehama County-Crop & Livestock Report 2023 8

### SUSTAINABLE AGRICULTURAL REPORT

In accordance with Section 2272 of the California Food and Agriculture Code, the Sustainable Agricultural Report provides a brief account of efforts being made to exclude or eradicate exotic pests and to best manage those which already exist in a manner most conducive to the protection of agricultural production and our environment.

#### <u>Glassy-winged Sharpshooter</u> 126 traps deployed No detections



<u>Light Brown Apple Moth</u> 53 traps deployed No detections



European Grapevine Moth 17 traps deployed No detections



Mediterranean Fruit Fly 63 traps deployed No detections



<u>Melon Fly</u> 18 traps deployed No detections



<u>Spongy Moth</u> 220 traps deployed No detections



Asian Citrus Psyllid 124 traps deployed No detections



Oriental Fruit Fly 23 traps deployed No detections



Japanese Beetle 29 traps deployed No detections



Small Hive Beetle

#### Quarantine Inspections – 1<sup>st</sup> Line of Defense

During 2023, 211 shipments of agricultural products were inspected for compliance with quarantine requirements, which resulted in no live detections. These included 50 border station hold notices (008), 102 glassy-winged sharpshooter interior hold notices (blue tags), and 59 truckloads of bee hives.

#### Pest Prevention – 2<sup>nd</sup> Line of Defense

Tehama County's pest prevention program included pest detection trapping for several exotic pests. Trapping and nursery inspections were conducted for light brown apple moth and glassy-winged sharpshooter. European grapevine moth traps were placed in commercial grape vineyards. Asian citrus psyllid traps were deployed throughout the county during a winter trapping survey.

# SUSTAINABLE AGRICULTURAL REPORT

### **Noxious Weeds**

Tehama County encompasses approximately 1,904,640 acres, which are surveyed by our department for noxious weeds listed by California Department of Food and Agriculture. In 2023, five noxious weeds were under eradication and five species were under limited control treatment.

Eradication Species – 3<sup>rd</sup> Line of Defense

### **Limited-Control Species**



Canada Thistle *Cirsium arvense* B-rated



Skeleton Weed **Chondrilla juncea** A-rated



Russian Knapweed *Acroptilon repens* B-rated



Spotted Knapweed *Centaurea stoebe* A-rated



Dalmation Toad-Flax *Linaria dalmatica* A-rated



Whitehorse Nettle **Solanum elaeagnifolium** B-rated



Oblong Spurge *Euphorbia oblongata* B-rated



Rattlebox **Sesbania punicea** B-rated



Perennial Peppercress *Lepidium latifolium* B-rated



Heart-podded Hoarycress *Lepidium draba* B-rated

# ORGANIC FARMING AND DIRECT MARKETING

# **Organic Farming**

Twenty-six organic growers registered in Tehama County in 2023. Organically farmed land totaled 13,651 acres, including rangeland. Operations range from small gardens catering to local Certified Farmer's Markets to livestock, dairy, orchard, and field crop producers providing products on a larger scale



# **Certified Farmer's Markets (Direct Marketing)**

Certified Farmer's Markets are diverse marketplaces that allow farmers to sell directly to the consumer and allows the consumer to directly interact with the farmer to learn how their food is produced. Tehama County issued 29 Certified Producer Certificates in 2023.

## 2023 Certified Farmer's Markets

Red Bluff Chamber of Commerce Certified Farmer's Market

Wednesday Market Washington and Pine Streets, Downtown Red Bluff June-August Wednesdays, 5-8 P.M. **Saturday Market** 100 Main Street, Red Bluff Year-Round Saturdays 9 A.M. – 1 P.M.

# TEHAMA COUNTY EXPORTS

Phytosanitary certificates are documents stating that a said plant or plant product is free from pests and diseases, which are required by an importing country. Import requirements are designed to protect the importing countries' agricultural industry from insects and diseases, which have the potential to arrive with the shipment, and to ensure a higher quality product.

# USDA Phytosanitary Certificates Issued: 1,877

Global Exports: Almonds, Figs, Lumber, Strawberry Plants, Walnuts, Walnut Shells, & Wine Grapevines.

# **Importing Countries**

Afghanistan	Albania	Algeria	Australia	Belgium
Brazil	Canada	Chile	China	Columbia
Cote d'Ivoire	Croatia	Egypt	El Salvador	Fiji
France	Germany	Greece	Guatemala	Hong Kong
India	Iraq	Israel	Italy	Japan
Jordan	Kuwait	Lebanon	Malaysia	Malta
Mexico	Morocco	Netherlands	New Zealand	Norway
Oman	Pakistan	Poland	Portugal	Qatar
Saudi Arabia	Senegal	Singapore	Spain	Sri Lanka
Taiwan	Thailand	The Republic of Korea	The Republic of Türkiye	Trinidad and Tobago
Tunisia occas	United Arab Emirates	United Kingdom	United States	Vietnam ocean



## State Phytosanitary Certificates Issued: 49

State Exports: Strawberry Plants, Olive Trees, & Wine Grapevines

Importing States: Colorado, Florida, Hawaii, North Carolina, New York, Oregon, Washington.

# WEIGHTS AND MEASURES

Tehama County Weights and Measures performs routine inspections on several types of weighing and measuring devices each year within our county. This service provides protection to sellers and consumers from inaccurate or faulty weighing and measuring devices. Other weights and measures programs that Tehama County implements include Petroleum Inspections, Quantity Control, Price Verification, and Weighmaster. We also investigate all complaints received within the various weights and measures programs.

## 2023 Commercial Devices Inspected

#### Measuring Devices

Utilities (Electric, Vapor, Water)	2564
Liquified Gas Meters	34
Motor Fuel Meters	1094
Miscellaneous Meters	22
Weighing Devices	
Computing/Counter Scales	163
Dormant/Platform Scales	49
Hanging Scales	2
Livestock & Animal Scales	28
Monorail & Meat Beam Scales	6
Prescription/Jeweler/Grading Scales	22
Vehicle Scales	44





# DEPARTMENT OF AGRICULTURE/ WEIGHTS AND MEASURES STAFF

Agricultural Commissioner/Sealer of Weights & Measures	Thomas Moss
Asst. Agricultural Commissioner/Sealer of Weights & Measures	Vacant
Deputy Agricultural Commissioner/Sealer of Weights & Measures	Ryan Knight
Office Manager	Vanessa Sciaretta
Office Assistant	Maria Vieyra
Agricultural/Weights & Measures Aide	Vacant
Agricultural Biologist/ Weights & Measures Specialists	Britt Schumacher Kim Smith

Britt Schumacher Kim Smith Amber Woolwine Kyle Fistolera Jenna Baxter Cece Trejo

Photographs provided by Tehama Creatives, Red Bluff Arts District, Red Bluff Chamber of Commerce Britt Schumacher, Jenna Baxter, Loren Gehrung, Heather Kelly, Ryan Knight, and Kim Smith Tehama County Department of Agriculture would like to thank all the contributors to the 2023 Crop & Livestock Report.



Thank You!

Your support is much appreciated.



Tehama County—2023 Annual Crop & Livestock Report <u>http://www.co.tehama.ca.us/</u> PO Box 38 1834 Walnut St. Red Bluff, CA 96080 (530)527-4504



File #: 24-1669

Agenda Date: 10/8/2024

Agenda #: 16.

# PERSONNEL / SHERIFF'S OFFICE - Sheriff Dave Kain

# **Requested Action(s)**

a) Request approval of the new classification specification of Major Crimes Analyst, within the Deputy Sheriff's Association bargaining unit, effective 10/8/24

b) RESOLUTION - Request adoption of a resolution amending Resolution 2024-080, the FY 2024/25 Position Allocation List (PAL), by deleting 1.00 FTE Administrative Secretary III (DSA) allocation and adding 1.00 FTE Major Crimes Analyst allocation, effective 10/8/24

# Financial Impact:

The Department estimates the requested action would result in an increase of approximately \$17,597.33 per fiscal year. However, if approved, this position will be fully funded by the Justice Assistant Grant (JAG) resulting in no impact to the General Fund nor the Public Safety Fund.

# Background Information:

The Sheriff's Office requests to add a new classification specification for a Major Crimes Analyst to support the Major Crimes Task Force. The Department believes the new classification will drastically enhance the effectiveness and efficiency of investigations. Having a dedicated crime analyst within the Task Force will allow for a more specialized and focused approach in handling complex and high-profile cases.

This classification will utilize intelligence analysis applications to develop comprehensive intelligence products, including threat, critical infrastructure vulnerability, and domain assessments, intelligence bulletins, sheriff's intelligence information reports and briefings, intelligence gaps, executive summaries, situational awareness notifications, and other tactical products such as target profiles and link charts. This classification will work closely with investigators and various operational staff to develop investigative leads to support case investigations and the successful prosecution of criminal offenders.

The recommended salary placement is Range 35 within the DSA Memorandum of Understanding (MOU). In determining the salary placement, a salary survey with the approved comparator counties was conducted. In addition to the external salary survey, internal salary relationships were also taken into consideration.

Should the classification be approved, the Department requests to amend the PAL by deleting one (1.00 FTE) vacant Administrative Secretary III (DSA) allocation and adding one (1.00 FTE) Major Crimes Analyst.

The DSA has been notified of the requested actions and is in agreement.



# TITLE: MAJOR CRIMES ANALYST

# FLSA: Non-Exempt

# **BOARD APPROVED:**

# BARGAINING UNIT: DSA

# DEFINITION

Under direct or general supervision, researches, collects, analyzes, and disseminates technical information, statistical data, and reports relevant to actual and anticipated criminal activity to operational personnel to increase the effectiveness of task force and patrol deployment, crime prevention, and apprehension of suspects. Performs a variety of confidential and highly responsible administrative duties in support of the Major Crimes Task Force.

# SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from the assigned Major Crimes Commander and/or assigned supervisory personnel. May provide direction and training to support staff.

# **CLASS CHARACTERISTICS**

This is a single-level classification, which performs journey-level crime analysis requiring the use of statistics, probability, and knowledge of law enforcement operations. Duties include collecting, analyzing, and evaluating criminal intelligence data, preparing, and providing reports and crime mapping analysis, utilizing specialized multi-agency law enforcement databases, software, and crime reports. Incumbents work independently and exercise judgment and initiative in their assigned tasks.

# EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Reviews, evaluates, and analyzes raw information, crime and intelligence reports, field interview information, source debriefings, leads, documents, and related criminal data and information to identify and evaluate prevalent and emerging threats, crime series, trends, and patterns.
- Utilizes manual and automated systems to query, retrieve, process, and analyze crime, arrest, calls for service, and other sources of criminal data and information.
- Prepares crime and intelligence analysis and statistical reports, including known offender bulletins, crime series and pattern bulletins, tactical maps, patrol briefings, event and threat assessments, and comprehensive offender and location workups.
- Works closely with investigators and various operational staff to develop investigative leads to support case investigations and the successful prosecution of criminal offenders.

- Recommends, supports, and engages in the planning and deployment of resources, as well as large-scale operations, crime series, and multi-agency task forces, aimed at suppressing criminal activity and dismantling criminal organizations.
- Communicates and shares analytical, intelligence, and statistical products, findings, and recommendations to Department command staff and other stakeholders through written correspondence and reports, oral presentations, and data visualizations.
- Gathers, verifies, and disseminates actionable and relevant information from open-source resources to Department personnel for situational awareness.
- Utilizes intelligence analysis applications to develop comprehensive intelligence products, including threat, critical infrastructure vulnerability, and domain assessments, intelligence bulletins, sheriff's intelligence information reports and briefings, intelligence gaps, executive summaries, situational awareness notifications, and other tactical products such as target profiles and link charts.
- > Conducts crime and intelligence analysis of a highly confidential or sensitive nature.
- Conducts complex analysis in the forms of telephone toll analysis, link charts, timelines, flow charts, financial/asset trace reports, investigative, strategic, and intelligence reports, and tactical, crime, and operational maps.
- Develops and maintains effective relationships with liaisons from local, state and federal law enforcement agencies, and the United States intelligence community to gather and share crime information and intelligence.
- Works with and communicates effectively with personnel in the Sheriff's Office and other law enforcement agencies, through both written and verbal communication for purposes of timely information sharing, situational awareness, and ensuring officer and community safety.
- Attends in-person briefings with field personnel, as well as command staff meetings, to share information and analytical findings through oral presentation.
- Performs a wide variety of confidential, responsible, and complex secretarial and administrative duties in support of the Major Crimes Task Force.
- Recommends improvements in workflow and use of equipment and forms; develops and revises office forms and report formats as required; initiates, organizes, and maintains filing systems.
- Assists in collecting, compiling, analyzing, and assembling information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; participates in the preparation of reports that present and interpret data, identify alternatives, and make and justify recommendations.
- Types and proofreads a wide variety of reports, letters, memoranda, correspondence, and statistical charts; types from rough draft, verbal instruction, or transcribing machine; independently composes documents related to assigned area of responsibility.
- Utilizes various computer applications and software packages including specialized departmental applications; enters and maintains data; generates reports from a database or network system; creates documents using word processing or spreadsheet software.
- May perform field work including evidence processing and evidence data entry, assisting in asset forfeiture proceedings, performing in-field subject workups, and performing mobile fingerprint analysis.
- > Performs related duties as assigned.

# **QUALIFICATIONS**

# Knowledge of:

- Law enforcement and the criminal justice system including basic principles, practices, methodologies and techniques of crime analysis, crime prevention, law enforcement and police records processing
- > Operations, services, and activities of the Sheriff's Office and related program areas
- Methods and techniques used in researching, compiling, sorting, and conducting crime analysis, including data collection, statistical analyses, and report preparation
- Principles and methods used in evaluating and analyzing statistical, theoretical and factual information
- Local, State and Federal laws, statues, codes, rules and regulations related to the work with particular reference to crime analysis, record-keeping and dissemination of restricted information

Modern office practices and equipment, including computer systems, data management systems and computer applications such as word processing, spreadsheets, and statistical databases

- > Principles and procedures of record keeping management
- Techniques and requirements for the maintenance of confidential records and public records
- > Business letter writing techniques and standard format for reports and correspondence
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work
- English usage, spelling, grammar, and punctuation
- Mathematical principles and statistical techniques

# Ability to:

- Collect, manage, and analyze a variety of data; develop experience and data-based hypotheses; use knowledge, judgment, and statistical analysis techniques to analyze data, draw reasonable conclusions and make recommendations based on analysis; write reports based on data analysis; Recognize, identify, and document crime series and patterns.
- Navigate and collect information from a variety of databases.
- Listen and communicate orally to gather and convey information.
- Prepare accurate, clear, concise, and comprehensive written reports, correspondence and other written materials.
- Conduct oneself in a professional manner and with discretion when dealing with sensitive/confidential information.
- Understand the organization and operation of the County and of outside agencies as necessary to assume assigned responsibilities.
- > Learn, interpret, and apply administrative and departmental policies and procedures.
- ➢ Work cooperatively with other departments, County officials, and outside agencies.
- Independently prepare clear, complete, and concise correspondences, memoranda, reports and presentations.
- > Develop, implement, and maintain a variety of files and records.
- Transcribe dictation, if required by the position, at a speed necessary for successful job performance.

- Operate modern office equipment including computer equipment and specialized software applications programs.
- > Make accurate arithmetic, financial and statistical computations.
- > Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan and organize work to meet changing priorities and deadlines.
- Plan, organize, and carry out assignments from management staff with minimal supervision.

# Education & Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- > Equivalent to the completion of the twelfth (12<sup>th</sup>) grade.
- Graduation from an accredited college or university with a bachelor's degree in criminology, criminal justice, statistics, public administration, or a related field. Two (2) years of related work experience may be substituted for each one (1) year of the required education.
- > Two (2) years of increasingly responsible professional administrative and analytic experience, preferably in a law enforcement setting.
- > Other combinations of education and experience may be considered.

# License & Special Requirements:

- > Requires a valid California driver's license.
- > Must be able to pass an extensive background investigation prior to employment.

# PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Tasks may require extended periods of time at a keyboard. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions.

# WORKING CONDITIONS

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. However, employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, and hazardous physical substances. Employees may be exposed to dust, scents, and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

# EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

# **RESOLUTION NO.**

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2024-080**, the 2024-25 Position Allocation List, as follows:

	ALLOCATION		RANGE		EFFECTIVE
DEPARTMENT (BUDGET)/POSITION	From	То	From	То	DATE

#### **SHERIFF (2027)**

Administrative Secretary III (DSA)	3.00	2.00	26	26	10/8/24
Major Crimes Analyst	0.00	1.00	35	35	10/8/24

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor \_\_\_\_\_\_, seconded by Supervisor \_\_\_\_\_\_, and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)

) SS COUNTY OF TEHAMA )

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By \_\_\_\_\_ Deputy

RESOLUTION NO.



File #: 24-1681

Agenda Date: 10/8/2024

Agenda #: 17.

# **PUBLIC WORKS - Director Jim Simon**

# Requested Action(s)

a) INFORMATIONAL PRESENTATION - Update to Public Works access to StreetSaver webtool

b) AGREEMENT - Request approval and authorization for the Director to sign the annual Order Acknowledgement with StreetSaver (a division of Metropolitan Transportation Commission) for continued use and technical support services for the department's pavement management software, effective 10/8/24 and renews annually until cancelled

# Financial Impact:

The annual software subscription cost is \$7,750. The Department has sufficient funds budgeted in Road Fund 3011-53230 for FY 2024-25.

# **Background Information:**

Public Works entered into an agreement with Metropolitan Transportation Commission in 2018 to merge street data from an obsolete platform to StreetSaver pavement management software which holds information on the conditions of the County roads for planning of maintenance to the road system and road sign inspection data. The Department has annually entered into a subscription renewal agreement in order to maintain this data and the County will be held to this license agreement.



# Metropolitan Transportation

Commission 375 Beale Street, Suite 800 San Francisco, CA 94105-2066 ATTN: Mr. Sui Tan, <u>stan@bayareametro.gov</u> Order Acknowledgment

Fax: 415-536-9800 Phone: 510-400-8428

Purchase Order #\_

Bill To:	Ship To:				
Tehama County					
Public Works	SAME				
9380 San Benito Ave					
Gerber, CA					
96035					
E-mail: aschertz@tcpw.ca.gov	E-mail:				
Phone No.: (530) 385-1462	Phone No.				

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Technical Support Service – Pavement Management Software & Services (Tehama County Public Works)		\$7,750

The terms and conditions of this Order Acknowledgement are incorporated into and form a part of the StreetSaver Technical Support Services Agreement. MTC will provide services to Subscriber as listed below.

### Item 1: StreetSaver Annual Subscription - \$4,500/year

The annual subscription fee is based on approx. 1,086 centerline miles or 928 sections.

#### Item 2: StreetSaver Software Support Plan - \$1,000/year

Provide unlimited hours of technical support regarding the use of licensed software, its functionality, operations, utilities, and supporting documentation via e-mail, telephone, and virtual on-site support system.

#### Item 3: StreetSaver Plus Module: Traffic Signs - \$2,250/year

The annual subscription fee for the Traffics Signs asset module is based on size of network (approx. 1,086 centerline miles or 928 sections.)

SUBTOTAL	\$7,750.00		
(Applicable for California Agencies only – use your County's Sale Tax) SALES TAX (8.00%)			
SHIPPING & HANDLING	0.00		
TOTAL	\$7,750.00		
Please email the completed Order Form along with a check made payable to <b>Metropolitan Transportation Commission</b> , or in a Purchase Order Number (applicable for public agencies) with your order. For credit card payments, an invoice will be sent with link to PayPal for payment. You may also fax the completed form to MTC at 415-536-9800. If you have any questions, please c 510-400-8428.	ha		
APPROVAL: Date: (Authorized Signature)			

### StreetSaver End User License Agreement

Subscriber Agreement for StreetSaver® Online (MTC Pavement Management Software (as a Service))

This Agreement governs your access to and use of any and all StreetSaver® Online services (the "Services") accessible through the StreetSaver® Web site (www.streetsaver.com (https://www.streetsaver.com)) and any associated remote connections (including without limitation through Remote Desktop for Microsoft Windows). Accessing or using the Services in any manner means that you accept the terms of this Agreement.

#### A. GRANT OF LICENSE AND USE RIGHTS

Subject to the terms of this Agreement, the Metropolitan Transportation Commission ("MTC") grants you the nonexclusive, nontransferable license to access and use the Services—without the rights to sublicense or in any way transfer such rights or to engage in any type of resale of the Services or the output of the Services to any third party who has not also paid for a license to the Services. You agree not to make any use of the Services not expressly permitted under this Agreement. You further agree not to modify or remove the MTC logo located in the footer of any displayed or printed reports or other displayed or printed output generated by use of the Services.

#### **B. AUTHORIZED USERS AND SCOPE**

Your license to access and use the Services is conditioned on current payment of the applicable subscription fees described in Article F of this Agreement. Your access to and use of the Services will be through the use of a unique username and password; and you are solely responsible for safeguarding this information and any effects of not safeguarding this information. You may authorize your employees to access the Services by means of your username and password. You may not in any way loan, rent, or in any way share your username or password with any other person, outside of your agency or organization; consultants or independent contractors using the Services on behalf of your agency or organization are required to enter into this agreement on their own behalf. MTC reserves the right in its sole and absolute discretion to disable access and use through your username or password— temporarily to address any security or other technical issues or temporarily or permanently relating to your or your organization's breach of this agreement.

#### C. OWNERSHIP AND CONFIDENTIALITY

You acknowledge and understand that the Services are provided through the StreetSaver® Pavement Management Software (the "Software"). You acknowledge and agree that the Software is the valuable property of MTC, the Association of Oregon Counties, and Marion County, Oregon, which jointly own any copyright, trade secret, patent and other proprietary rights in the Software. You acknowledge and agree that the Software constitutes confidential, proprietary information, unauthorized dissemination of which (including without limitation disassembly or reverse-engineering) could cause irreparable harm to MTC, Association of Oregon Counties, and Marion County, Oregon. You agree not to access or download any copy of the Software or to reverse-engineer, decompile, or disassemble the Software through the use of the Services or otherwise. You agree to notify MTC immediately of the existence of circumstances surrounding any unauthorized access to, copying of, downloading of, reverse-engineering, decompilation, or disassembly of the Software or any part thereof by any person or entity through the use of the Services or otherwise. As between you and MTC, you own all right, title and interest in and to the data developed by the Software.

#### **D. INDEMNIFICATION**

You agree to indemnify, defend, and hold MTC, the Association of Oregon Counties, and Marion County, Oregon, their directors, commissioners, officers, employees and agents harmless from any and all losses, costs, claims, judgments, damages, liabilities, law suits, demands, or expenses arising out of or derived in any way, either directly or indirectly, from your use of the Services or from your breach of this Agreement.

#### E. TERM AND TERMINATION

- 1. Term. The Services shall be provided for a term of one (1) year from the delivery date of an e-mail notification of your login credentials and shall be extended in one (1) year increments, subject to payment of the applicable subscription fees, unless terminated by either party as provided herein. For additional Software licensed after your initial order, the one (1) year term shall commence upon the delivery date of your login credentials for such order.
- 2. Termination. You may terminate the Services at the end of the term by giving written notice to MTC at least fifteen (15) days prior to the end of any such term. In the event of early termination, for whatever reasons, you will not be entitled to a pro-rata refund from MTC for the period for which the Services are not used. MTC may suspend or cancel the Services if you fail to make payment pursuant to Article F below. Either party may terminate the Services if the other party breaches any material term or condition of the Services terms and conditions and the breach is not remedied within thirty (30) days after receiving written notice of the breach. In the event the Agreement is terminated, the Services will also terminate automatically.

3. Furnishing of Data. Upon request by you made within thirty (30) days after termination for reasons other than your breach of the Agreement, MTC will make available to you for download a file of the data in MTC's custody generated by your use of the Services in Microsoft SQL Server format. After such period, MTC shall have no obligation to maintain or provide any of such data and shall thereafter delete all such data in MTC systems or otherwise in MTC's possession or control, unless legally barred from doing so.

#### F. FEES AND PAYMENT

1. Fees. The subscription fees for the Services and other fees referenced in this Agreement are specified on the Website (www.mtcpms.org) at the "Products" link.

For clarity, the subscription fees are solely in consideration for your access to and use of the Services, which includes the online access to and use of the MTC Pavement Management Software as well as the corollary data or technical-support services (if any) currently being offered with the StreetSaver® Online services (with the corollary services being offered at any given time being described on the Website). Additional fees may apply for data migration, support, maintenance, or any other services outside the scope of MTC's applicable development and maintenance agreement, which may be charged separately, including those available under MTC's StreetSaver® Software Services Agreement.

- 2. Payment. Following the initial term, the Services fees will be billed on an annual basis, payable in advance and due within net 30 days from receipt of MTC's invoice.
- 3. Lapse of Coverage. In the event that your license of the Services lapses and your Services are discontinued by MTC as a result of either termination by you for any reason or by MTC for nonpayment of the subscription fee, you may reactivate the Services within ninety (90) days of the end of the term by making payment for the current annual period, dating from the end of the previous term.

If you wish to reactivate the Services more than ninety (90) days after the term ends, you may be subject to a reinstatement fee as specified on the Website. In addition, you may be subject to a database conversion fee should MTC determine that the archived database or database to be imported is not compatible with the current version of the licensed Software at the time of renewal. The new term will begin on the delivery date of an MTC e-mail notification of your login credentials and continue for one year, as specified in Article E(1).

#### **G. RETENTION OF RIGHTS**

MTC retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of MTC's rights under the U.S. copyright laws or any other Federal or State of California statutes.

#### H. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, MTC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (OR THE SOFTWARE), INCLUDING WITHOUT LIMITATION REGARDING NON-INFRINGEMENT OR THE QUALITY, ACCURACY, PERFORMANCE, SECURITY, UPTIME, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES (OR THE SOFTWARE). AS A RESULT, THE SERVICES ARE PROVIDED "AS IS" AND YOU ARE ASSUMING THE ENTIRE RISK RELATING IN ANY WAY TO USE OF THE SERVICES.

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL MTC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY OR FAILURE TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY PROGRAM OR DATA STORED OR USED WITH THE SERVICES, INCLUDING THE COSTS OF RECOVERING SUCH PROGRAMS OR DATA.

ACCORDINGLY, AND WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MTC BEARS NO RESPONSIBILITY OR LIABILITY FOR: ANY TAMPERING WITH THE SERVICES; ANY MANIPULATION OF DATABASES UNDERLYING OR USED BY THE SERVICES (OR THE SOFTWARE); YOUR USE OF ANY SOFTWARE PROVIDED BY ANY THIRD PARTY TO BE USED IN CONJUNCTION WITH THE SERVICES; AND THE INTERACTION, OPERATION, OR LACK OF OPERATION OF THE SERVICES WITH OR IN YOUR PARTICULAR COMPUTER ENVIRONMENT AND ANY OTHER SOFTWARE OR HARDWARE YOU MAY BE USING.

YOUR EXCLUSIVE REMEDY AND MTC'S ENTIRE LIABILITY ARISING FROM OR OUT OF THIS AGREEMENT SHALL BE, AT MTC'S OPTION, THE REPAIR OF THE FUNCTIONALITY OF THE SERVICES OR A REFUND OF PART OR ALL OF THE SUBSCRIPTION FEES PAID BY YOU OR YOUR ORGANIZATION DURING THE PREVIOUS YEAR.

No MTC agent or employee is authorized to make any modification or addition to this warranty.

#### I. GENERAL

This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior or contemporaneous understanding or agreement, oral or

written, with respect to such matters. The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of you or MTC. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without reference to any choice-of-law principles. Any action, proceeding, or complaint filed or instituted by any you or MTC to enforce any provision of this Agreement must be brought exclusively in the state courts in the County of Alameda, California or in the United States District Court for Northern District of California; and you and MTC each consent to personal jurisdiction in California.

Should you have any questions concerning this Agreement, you may contact MTC by writing to:

Metropolitan Transportation Commission 375 Beale Street, Suite 800 San Francisco, CA 94105 Attn: StreetSaver® Program Manager E-mail: pavement@mtc.ca.gov (mailto:pavement@mtc.ca.gov)



# **ESTIMATE**

#### DevMecca.com, LLC

# EST-9236

w/ Metropolitan Transportation Commission

Phone: 503-540-8837 mtcsales@devmecca.com https://www.streetsaver.com

Bill To		
Tehama County Public Works		
9380 San Benito Ave		
GERBER		
96035 CA	Estimate Date :	08/07/2024
United States	Estimate Date .	00/07/2024

#	Item & Description	Qty	Rate	Amount
1	<b>StreetSaver Annual Subscription</b> For County of Tehama Term: 9/1/2024 to 8/31/2025 Based on size of network	1.00	4,500.00	4,500.00
2	StreetSaver Plus Module - Signs For County of Tehama Term: 9/1/2024 to 8/31/2025 Based on size of road network	1.00	2,250.00	2,250.00
3	Software Support Service Plan Provides unlimited hours of technical support regarding the use of licensed software, its functionality, operations, utilities, and supporting documentation via e-mail, telephone, and virtual on-site support system.	1.00	1,000.00	1,000.00
			Sub Total	7,750.00
		Non-	Taxed (0%)	0.00
			Total	\$7,750.00

## Terms & Conditions

Estimates are good for 90 days.

Services:

Upon acceptance by you, StreetSaver will perform the services described in the estimate. Any additional services requested by you and not covered by the estimate will incur additional charges.



File #: 24-1425

Agenda Date: 10/8/2024

Agenda #: 18.

# CLOSED SESSION

# **Requested Action(s)**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Tehama County Public Works Director Annual Performance Evaluation Process

Financial Impact: None.



File #: 24-1549

Agenda Date: 10/8/2024

Agenda #: 19.

# **CLOSED SESSION**

# **Requested Action(s)**

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Director of Planning

# **Financial Impact:**

None.

# Background Information: None.

Tehama County



File #: 24-1657

Agenda Date: 10/8/2024

Agenda #: 20.

# CLOSED SESSION

# **Requested Action(s)**

a) ANTICIPATED LITIGATION - Conference with Legal Counsel (Government Code Section 54959.9, subdivision (d) (2)) Sheriff Complaint

**Financial Impact:** None.



File #: 24-1658

Agenda Date: 10/8/2024

Agenda #: 21.

# CLOSED SESSION

# Requested Action(s)

a) ANTICIPATED LITIGATION - Conference with Legal Counsel (Government Code Section 54959.9, subdivision (d) (2)) One Case

**Financial Impact:** None.



File #: 24-1727

Agenda Date: 10/8/2024

Agenda #: 22.

# CLOSED SESSION

# **Requested Action(s)**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Tehama County Public Guardian/Public Administrator Annual Performance Evaluation Process

**Financial Impact:** None.



File #: 24-1677

**Agenda Date:** 10/8/2024

Agenda #: 23.

# TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips

# Requested Action(s)

- a) Waive the reading and approve the minutes from the meeting of 9/10/24
- b) Request approval of the following stipulations as recommended by the County Assessor:
  - 1) Assessment Appeal No.06-2023, Ron Rath

# **Financial Impact:**

There is no financial impact to the General Fund. Stipulation information will be provided at the meeting.

# Background Information:

The stipulation information will be provided at the meeting.

#### BOE-305-AH (P1) REV. 11 (05-22) ASSESSMENT APPEAL APPLICATION This form contains all of the requests for information

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.



continuance of the hearing or denial of the appe	al. Do not					
attach hearing evidence to this application.	APPLICATION NUMBER: Clerk Use Only					
1. APPLICANT INFORMATION - PLEASE PR	le-202	Le - 2023 EMAIL ADDRESS				
NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINE						
Rath, Ron			rathofron@gmail.c	om		
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. 23997 BEAUCHAMP ROAD	O. BOX)					
CITY CORNING	CA 96021	DAYTIME TELEPHONE (530)514-225	ALTERNATE TELEPHONE (530) 514-2152	FAX TELEPHONE		
2. CONTACT INFORMATION - AGENT, ATTO	RNEY, OR RELATIVE OF	APPLICANT if ap	plicable - (REPRESENTAT	FION IS OPTIONAL)		
NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MI	DDLE INITIAL)		EMAIL ADDRESS			
COMPANY NAME						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MID	DLE INTITAL)					
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)						
CITY	STATE ZIP CODE					
	STATE ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE		
AUTHORIZATION OF AGENT		ZATION ATTACHE	 D			
The following information must be complete	d (or attached to this ap	plication - see inst	ructions) unless the agen	t is a licensed California		
attorney as indicated in the Certification sec	tion, or a spouse, child	l. parent. registere	d domestic partner, or th	e person affected if the		
applicant is a business entity, the agent's at	ithorization must be sig	ned by an officer o	or authorized employee o	f the business.		
The person named in Section 2 above is her	eby authorized to act as	s my agent in this a	pplication, and may insp	ect assessor's records,		
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPL	greements, and otherw		lating to this application.			
SIGNATURE OF AFFEICANT, OFFICER, OR AUTHORIZED EMPL	UYEE	TITLE		DATE		
r						
3. PROPERTY IDENTIFICATION INFORMATIC	ON					
Yes No Is this property a single-fam	ily dwelling that is occupied	as the principal place of	of residence by the owner?			
ENTER APPLICABLE NUMBER FROM YOUR	NOTICE/TAX BILL					
ASSESSOR'S PARCEL NUMBER ASSESSMENT NUMBER 089-230-019-000			FEE NUMBER			

ACCOUNT NUMBER	TAX BILL NUMBER					
PROPERTY ADDRESS OR LOCATION 23997 BEAUCHAMP ROAD, CORNING, CA	l \ 96021			DOING BUSI	NESS A	S (DBA), if appropriate
PROPERTY TYPE						
SINGLE-FAMILY / CONDOMINIUM / TOV	VNHOUSE / DUPLEX				POSSESSORY INTEREST	
MULTI-FAMILY/APARTMENTS: NO. OF U	JNITS	□ M	ANUFACTURED I	HOME	-	VACANT LAND
COMMERCIAL/INDUSTRIAL			ATER CRAFT			AIRCRAFT
BUSINESS PERSONAL PROPERTY/FIXTURES			THER:			
4. VALUE A. VALUE ON			B. APPLICANT'S OPINION OF VA		ALUE	C. APPEALS BOARD USE ONLY
LAND	58,500.00		50,000.0			
IMPROVEMENTS/STRUCTURES	255,587.00		225,000.0		-	
FIXTURES	to Maria A.					FREENED
PERSONAL PROPERTY (see instructions)						
MINERAL RIGHTS						ALLE 1 8 2023
TREES & VINES					AUG 1 8 2023	
OTHER						
TOTAL	314,167.00		275,000.0	0	Ţ	HAMACGANNIDARD OF BOUDHZAFIEN
PENALTIES (amount or percent)						BUARD OF SHPERVICADE

BOE-305-AH (P2) REV. 11 (05-22)
5. TYPE OF ASSESSMENT BEING APPEALED 🗹 Check only one. See instructions for filing periods
REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: ROLL YEAR:
📋 ROLL CHANGE 🔄 ESCAPE ASSESSMENT 👘 CALAMITY REASSESSMENT 👘 PENALTY ASSESSMENT
*DATE OF NOTICE: **ROLL YEAR:
*Must attach copy of notice or bill, where applicable **Each roll year requires a separate application
<ul> <li>6. REASON FOR FILING APPEAL (FACTS)</li> <li>See instructions before completing this section.</li> <li>If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application.</li> <li>The reasons that I rely upon to support requested changes in value are as follows:</li> <li>A. DECLINE IN VALUE         <ul> <li>The assessor's roll value exceeds the market value as of January 1 of the current year.</li> <li>B. CHANGE IN OWNERSHIP</li> </ul> </li> </ul>
☐ 1. No change in ownership occurred on the date of
✓ 2. Base year value for the change in ownership established on the date of <u>02/03/2021</u> is incorrect.
C. NEW CONSTRUCTION
1. No new construction occurred on the date of
2. Base year value for the completed new construction established on the date of is incorrect.
□ 3. Value of construction in progress on January 1 is incorrect.
D. CALAMITY REASSESSMENT
<ul> <li>Assessor's reduced value is incorrect for property damaged by misfortune or calamity.</li> <li>E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.</li> <li>1. All personal property/fixtures.</li> </ul>
<ul> <li>2. Only a portion of the personal property/fixtures. Attach description of those items.</li> </ul>
F. PENALTY ASSESSMENT
Penalty assessment is not justified.
G. CLASSIFICATION/ALLOCATION
1. Classification of property is incorrect.
2. Allocation of value of property is incorrect (e.g., between land and improvements). H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
1. Amount of escape assessment is incorrect.
□ 2. Assessment of other property of the assessee at the location is incorrect.
□ Explanation (attach sheet if necessary)
7. WRITTEN FINDINGS OF FACTS ( \$ per)
8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

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CERTIFICATION

 I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

 SIGNATURE (Use Blue Pen - Original signature returned on paper-filed application)
 SIGNED AT (CITY, STATE)
 DATE

 NAME (Please Print)
 NAME (Please Print)
 DATE
 NAME

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

$\checkmark$	OWNER	AGENT	ATTORNEY	SPOUSE	REGISTERED DOMESTIC PARTNER	CHILD	D PARENT	PERSON AFFECTED
		E OFFICER OF	R DESIGNATED EN	MPLOYEE				

BOE-305-S (P1) REV. 02 (07-15)

#### STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

#### BEFORE THE COUNTY BOARD

COUNTY OF TEHAMA

, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

RON RATH

NAME OF APPLICANT

6-2023

MAY 1.4 2024

APPLICATION NUMBER(S) 089-230-019-000 PARCEL OR FILE NUMBER(S)

#### STIPULATION TO VALUE

For the Assessment Appeal Application referenced above, the applicant and the Assessor stipulate the following:

- 1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
- 2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 23 - 20 24 REGULAR SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	\$58,580	\$50,000	\$50,000	<\$8,580>
IMPROVEMENTS/ STRUCTURES	\$255,587	\$225,000	\$225,000	<\$30,587>
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	\$314,167	\$275,000	\$275,000	<\$39,167>
PENALTY				

The Assessor's Office met with the property owners and reviewed an appraisal completed by an independent fee appraiser for estate purposes. This appraisal came in at the corrected value. After review, the Assessor's Office is in agreement. The Assessor Office completed an exterior observation from the street and was not able to complete an interior observation at the time of valuation. The primary difference between the Assessor's Office and the appraisal was the interior conditon of the property. The Assessor and the property owners are in agreement.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE La V La	DATE EXECUTED /14/2024
	TILE
Ron Rath 0	Property Owner
FILING STATUS	
	C PARTNER CHILD PARENT PERSON AFFECTED
	CORPORATE OFFICER OR DESIGNATED EMPLOYEE
SIGNATURE OF COUNTY ASSESSOR	PRINT NAME OF COUNTY ASSESSOR
Buy Mult	Burley Phillips
SIGNATURE OF COUNTY COUNSEL	PRINT NAME OF COUNTY COUNSEL
FOR COUNTY BOARD	USE ONLY
The stipulation agreement is approved and appearance is waived. The fi with Revenue and Taxation Code section 1607.	
The stipulation agreement is rejected, and the Assessment Appeal Appl	ication is set for hearing on:
	DATE
ATTEST BY COUNTY BOARD:	
DATED:	
BY:	
CHAIRPERSON	CLERK OF THE BOARD

# MINUTES OF THE MEETING OF THE TEHAMA COUNTY BOARD OF EQUALIZATION TUESDAY, SEPTEMBER 10, 2024

The Tehama County Board of Equalization met in regular session at 1:31 P.M. on Tuesday, September 10, 2024 with the following Board members present: Directors John Leach, Matt Hansen, Bill Moule, Pati Nolen and Candy Carlson.

Chairman John Leach presided. Present were Clerk of the Board Sean Houghtby by Deputy Mary DiMaggio, County Counsel Margaret Long by Deputy Andrew Plett, and Chief Administrator Gabriel Hydrick.

# 35. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor 24-1365 Burley Phillips

- a) Waive the reading and approve the minutes of the following meetings:
  - 1) Regular meeting held 8/6/24.
  - 2) Regular meeting held 8/20/24.

RESULT:	APPROVED IN ONE MOTION
---------	------------------------

MOVER:	Pati Nolen
SECONDER:	William Moule
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

b) Assessment Appeal No. 24-2022 DirecTV - Hearing on the Appeal.

Principal Appraiser Patrick Archer stated DirecTV withdrew before the meeting and asked the Board to accept the withdrawal.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

c) Assessment Appeal No. 28-2022, Adam Herrmann - Hearing on the Appeal.

Principal Appraiser Patrick Archer asked for dismissal since the applicant was a no show.

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

d) Approval of the following stipulation as recommended by the County Assessor:1) Assessment Appeal No. 12-2023, Bryan J. Yost

RESULT:	APPROVED
MOVER:	Pati Nolen
SECONDER:	Candy Carlson
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair
	Hansen, and Chairperson Leach

1:35 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: August 24, 2024

APPROVED

Chairman of the Board of Equalization

SEAN HOUGHTBY, Clerk of the Board of Equalization

By\_\_\_\_\_ Deputy